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U.S. DISTRICT COURT
DISTRICT OF NEVADA

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IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF NEVADA

CHIBUEZE C. ANAEME,

2:12-cv-01274-MMD -PAL

Plaintiff,

vs.

UNITED STATES OF AMERICA,

COMPLAINT FOR DAMAGES

Defendant.

LARRY H. MILLER GROUP OF
COMPANIES, INC.

LARRY H. MILLER AMERICA TOYOTA,
NEW MEXICO.

LARRY MILLER COMMUNICATIONS
CORPORATION.

BRAD FRANCIS CHEVROLET.

BRAD FRANCIS FORD.

KARL MALONE SCION.

KARL MALONE TOYOTA, UT.

KARL MALONE TOYOTA, N.M.

LARRY H. MILLER BOULDER SCION.

LARRY H. MILLER BOUNTIFUL, UT.

LARRY H. MILLER CHEVROLET,
MURRAY, UT.

1 LARRY H. MILLER CHRYSLER JEEP
2 DODGE, ALBUQUERQUE, N.M.

3 LARRY H. MILLER CHRYSLER JEEP
4 DODGE, BOISE, ID.

5 LARRY H. MILLER CHRYSLER JEEP
6 DODGE, OGDEN, UT.

7 LARRY H. MILLER CHRYSLER JEEP,
8 SANDY, UT.

9 LARRY H. MILLER DODGE, SANDY, UT.

10 LARRY H. MILLER DODGE, PEORIA, AZ.

11 LARRY H. MILLER FINANCE,
12 ALBUQUERQUE.

13 LARRY H. MILLER FORD LINCOLN
14 MERCURY, SANDY, UT.

15 LARRY H. MILLER FORD, SALT LAKE
16 CITY, UT.

17 LARRY H. MILLER HONDA OF
18 HILLSBORO, OR.

19 LARRY H. MILLER HONDA, SPOKANE,
20 WA.

21 LARRY H. MILLER HONDA, BOISE, ID.

22 LARRY H. MILLER HONDA, MURRAY,
23 UT.

24 LARRY H. MILLER HYUNDAI,
25 ALBUQUERQUE.

26 LARRY H. MILLER HYUNDAI, PEORIA,
27 AZ.

28 LARRY H. MILLER LEXUS OF LINDON,
UT.

1 LARRY H. MILLER LIBERTY SCION,
2 COLORADO SPRINGS, CO.

3 LARRY H. MILLER LIBERTY TOYOTA,
4 COLORADO SPRINGS, CO.

5 LARRY H. MILLER NISSAN,
6 ENGLEWOOD, CO.

7 LARRY H. MILLER SCION, COLORADO
8 SPRINGS, CO.

9 LARRY H. MILLER SOUTHWEST
10 HYUNDAI, ALBUQUERQUE, NM.

11 LARRY H. MILLER SUBARU
12 MITSUBISHI, BOISE, ID.

13 LARRY H. MILLER TOYOTA,
14 COLORADO SPRINGS, CO.

15 LARRY H. MILLER TOYOTA, SPOKANE,
16 WA.

17 LARRY H. MILLER TOYOTA-SCION,
18 MURRAY, UT.

19 LARRY H. MILLER TOYOTA, PEORIA, AZ

20 LARRY H. MILLER USED CAR
21 SUPERMARKET, SANDY, UT.

22 LARRY H. MILLER VOLKSWAGEN KIA,
23 LAKEWOOD, CO.

24 LARRY H. MILLER VOLKSWAGEN,
25 AVONDALE, AZ.

26 MERCEDES BENZ OF LINDON, LINDON,
27 UT.

28 RIVERVIEW NISSAN, MESA, AZ.
STOCKTON TO MALONE HONDA,
SANDY, UT.

1 MEGAPLEX THEATRES.

2 KJZZ CHANNEL 14, SALT LAKE CITY,
3 UT.

4 KFAN RADIO, SALT LAKE CITY, UT.

5 ENERGY SOLUTIONS ARENA
6 UTAH JAZZ.

7 SALT LAKE BEES.
8 MILLER MOTORSPORTS PARK.

9 SAXTON HORNE.

10 JORDAN COMMONS.

11 ALL-STAR CATERING.

12 HONDA OF ST. JOHNS, PORTLAND, OR.

13 LANDIAR AGENCY.

14 FANZZ SPORTS APPAREL.

15 UTAH JAZZ STORE.

16 PRESTIGE FINANCIAL SERVICES, INC.

17 TOYOTA MOTOR CORPORATION.

18 TOYOTA FINANCIAL SERVICES

19 CORPORATION (TFSC), TORRANCE,

20 CALIFORNIA.

21 TOYOTA MOTOR SALES U.S.A, INC.

22 TOYOTA INFORMATION TECHNOLOGY

23 CENTER, U.S.A, INC.

24 TOYOTA ENGINEERING AND

1 MANUFACTURING NORTH AMERICA,
2 INC (TEMA).

3 TOYOTA MOTOR CREDIT
4 CORPORATION.

5 TOYOTA MOTOR NORTH AMERICA.

6 TOYOTA MOTOR INSURANCE
7 SERVICES, INC.

8 C AND D TOWING SPECIALISTS,
9 INC/MCBRIDE, ALL LOCATIONS.

10 C AND D TOWING SPECIALISTS,
11 INC/MCBRIDE, LA MESA, CALIFORNIA.

12 C AND D TOWING SPECIALISTS,
13 INC/MCBRIDE, SAN DIEGO,
14 CALIFORNIA.

15 C AND D TOWING SPECIALISTS,
16 INC/MCBRIDE, EL CAJON, CALIFORNIA.

17 ADESA, INC., ALL LOCATIONS,
18 SUBSIDIARIES AND BRANDS.

19 ADESA, INC., CARMEL, INDIANA.

20 ADESA CORPORATION, L.L.C, a subsidiary
21 of Adesa, Inc.

22 IMPACT AUTO AUCTIONS, INC., a
23 subsidiary of Adesa, Inc.

24 PAR, INC., a subsidiary of Adesa, Inc.

1 AUTO VIN, INC., a subsidiary of Adesa, Inc.

2 COMSEARCH, INC., a subsidiary of Adesa,
3 Inc.

4 AUTOMOTIVE RECOVERY SERVICES,
5 INC.

6 ADESA IMPORTATION SERVICES, INC.

7 ADESA LA AUCTIONEERS, ALL
8 LOCATIONS.

9
10 ADESA LA AUCTIONEERS, MIRA LOMA,
11 CALIFORNIA.

12 KAR HOLDINGS, INC.

13 INSURANCE AUTO AUCTIONS (IAAI).

14
15 AUTOMOTIVE FINANCE CORPORATION
(AFC), a subsidiary of Adesa, Inc.

16 AUTOMOTIVE RECOVERY SERVICES,
17 INC., a subsidiary of Adesa, Inc.

18 ADESA IMPORTATION SERVICES, INC., a
19 subsidiary of Adesa, Inc.

20 KAR AUCTION SERVICES, INC FAMILY
21 OF COMPANIES, a parent company for
Adesa, Inc.

22 OPENLANE.

23 LIVEBLOCK AUCTIONS

24 INTERNATIONAL.

25 PAR NORTH AMERICA.

26
27 AUTO PORTFOLIO SERVICES.
28

1 CAR BUY CO.

2 DENT DEMON.

3 TALON AUTO ADJUSTERS, INC., ALL
4 LOCATIONS.

5 TALON AUTO ADJUSTERS, INC., LA
6 MESA, CALIFORNIA.

7 STATE OF CALIFORNIA.

8 SAN DIEGO COUNTY, CALIFORNIA.

9 THE CITY OF SAN DIEGO, CALIFORNIA.

10 OFFICE OF COUNTY COUNSEL, SAN
11 DIEGO COUNTY, CALIFORNIA.

12 OFFICE OF THE PUBLIC DEFENDER,
13 SAN DIEGO COUNTY, CALIFORNIA.

14 OFFICE OF THE CITY ATTORNEY, CITY
15 OF SAN DIEGO, CALIFORNIA.

16 SAN DIEGO POLICE DEPARTMENT.

17 SAN DIEGO UNIFIED PORT DISTRICT.

18 SAN DIEGO HARBOR POLICE.

19 SAN DIEGO COUNTY SHERIFFS'
20 DEPARTMENT.

21 CALIFORNIA STATE POLICE
22 (CALIFORNIA HIGHWAY POLICE).

23 COUNTY OF SAN DIEGO HEALTH AND
24 HUMAN SERVICES AGENCY (HHSA)
25 FORENSIC SERVICES UNIT, SAN DIEGO,
26 CALIFORNIA.

27 TRANSIT SYSTEM SECURITY.

28

1 FORT HERITAGE COURIER SERVICE.

2 HERITAGE SECURITY SERVICES.

3 VEOLIA ENVIRONNEMENT.

4 VEOLIA TRANSPORTATION SERVICES,
5 INC.

6 VEOLIA ENVIRONMENTAL SERVICES.

7 VEOLIA WATER NORTH AMERICA.

8 VEOLIA WATER AMERICA, LLC.

9 VEOLIA TRANSPORT.

10 VEOLIA VERKEHR.
11 CONNEX.

12
13 SAN DIEGO METROPOLITAN TRANSIT
14 SYSTEM (SDMTS).

15 SAN DIEGO TROLLEY, INC. (SDTI).
16 SAN DIEGO TRANSIT CORPORATION
(SDTC).

17 SAN DIEGO AND ARIZONA EASTERN
18 (SD AND AE) RAILWAY COMPANY.

19 SAN DIEGO VINTAGE TROLLEY, INC.

20 SANDAG.

21 NORTH COUNTY TRANSIT DISTRICT
22 (NCTD).

)

23
24 COMPLAINT FOR DAMAGES

25 JOHN DOE MALE SERVICE DIRECTOR

26 Individually and in his capacity as Service Director, Larry H. Miller American Toyota, 5994
27 Alameda Boulevard, N.E., Albuquerque, New Mexico, 87113 and Larry H. Miller Group of
28 Companies, Salt Lake City, Utah , United States of America hereinafter "U.S.A".

1 JANE DOE FEMALE ASSISTANT SERVICE MANAGER

2 Individually and in her capacity as Assistant Service Manager, Larry H. Miller American Toyota,
3 5994 Alameda Boulevard, N.E., Albuquerque, New Mexico, 87113 and Larry H. Miller Group
4 of Companies, Salt Lake City, Utah , U.S.A.

4 RIVERA (MR)

5 Individually and in his capacity as Assistant Service Manager, Larry H. Miller American Toyota,
6 5994 Alameda Boulevard, N.E., Albuquerque, New Mexico, 87113 and Larry H. Miller Group
7 of Companies, Salt Lake City, Utah , U.S.A.

7 MICHELLE ARAGON

8 Individually and in her capacity as Customer Relations Representative, Larry H. Miller
9 American Toyota, 5994 Alameda Boulevard, N.E., Albuquerque, New Mexico, 87113 U.S.A.

9 GREG MILLER

10 Individually and in his capacity as Chief Executive Officer and/or Management personnel, Larry
11 H. Miller Group of Companies, 9350 S. 150 E. Route 1000, Sandy, Utah 84070, U.S.A, 5650
12 South State Street, Murray, Utah 84107, U.S.A and Larry H. Miller American Toyota, 5994
13 Alameda Boulevard, N.E., Albuquerque, New Mexico, 87113 U.S.A.

13 MIKE MELLOUSS

14 Individually and in his capacity as Chief Executive Officer and/or Management personnel, Larry
15 H. Miller Group of Companies, 9350 S. 150 E. Route 1000, Sandy, Utah 84070, U.S.A, 5650
16 South State Street, Murray, Utah 84107, U.S.A and Larry H. Miller American Toyota, 5994
17 Alameda Boulevard, N.E., Albuquerque, New Mexico, 87113 U.S.A

16 PHIL SCIARROTTA

17 Individually and in his capacity as Business Manager and/or Management personnel, Larry H.
18 Miller American Toyota, 5994 Alameda Boulevard, N.E., Albuquerque, New Mexico, 87113
19 U.S.A.

19 AUBRY MADRID

20 Individually and in her capacity as Sales Representative and/or Management personnel, Larry H.
21 Miller American Toyota, 5994 Alameda Boulevard, N.E., Albuquerque, New Mexico, 87113
22 U.S.A.

22 LIDIA LESLIE

23 Individually and in her capacity as Employee and/or Management personnel, Larry H. Miller
24 American Toyota, 5994 Alameda Boulevard, N.E., Albuquerque, New Mexico, 87113 U.S.A.

25 LARRY H. MILLER

26 Individually and in his capacity as Chief Executive Officer and/or Management personnel, Larry
27 H. Miller Group of Companies, 9350 S. 150 E. Route 1000, Sandy, Utah 84070, U.S.A, 5650
28 South State Street, Murray, Utah 84107, U.S.A and Larry H. Miller American Toyota, 5994
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1 J.R. MALOUFF

2 Individually and in his capacity as General Manager and/or Management personnel, Larry H.
3 Miller American Toyota, 5994 Alameda Boulevard, N.E., Albuquerque, New Mexico, 87113
4 U.S.A.

4 CARLOS SANTISTEVEN

5 Individually and in his capacity as Service Manager and/or Management personnel, Larry H.
6 Miller American Toyota, 5994 Alameda Boulevard, N.E., Albuquerque, New Mexico, 87113
7 U.S.A.

7 MICHAEL FLEHERTY

8 Individually and in his capacity as Internet Manager, Larry H. Miller American Toyota, 5994
9 Alameda Boulevard, N.E., Albuquerque, New Mexico, 87113 U.S.A.

9 CASSANDRA BUTLER

10 Individually and in her capacity as Title Clerk, Larry H. Miller American Toyota, 5994 Alameda
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12 GEORGE BORST

13 Individually and in his capacity as President, Chief Executive Officer and Director, Toyota
14 Motor Credit, 19000 S. Western Ave, Torrance, California 90509, U.S.A.

14 TAKESHI SUZUKI

15 Individually and in his capacity as Chief Executive Officer and Director, Toyota Financial
16 Services Corporation, 19000 S. Western Ave, Torrance, California 90509, U.S.A.

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17 Individually and in his capacity as Chairman and Chief Executive Officer, Toyota Motor Sales
18 U.S.A, Inc, 9 W. 57th St, Suite 4900, New York, New York 10019-2701, U.S.A.

19 JAMES LENTZ

20 Individually and in his capacity as President, Toyota Motor Sales U.S.A, Inc., 9 W. 57th St, Suite
21 4900, New York, New York 10019-2701, U.S.A.

21 FUJIO CHO

22 Individually and in his capacity as Chairman, Toyota Motor Corporation, 1, Toyota-Cho, Toyota,
23 Aichi 471-8571, Japan, Toyota Financial Services Corporation, 19000 S. Western Ave,
24 Torrance, California 90509 U.S.A, Toyota North America, Toyota Motor Sales U.S.A, Inc., 9 W.
25 57th St, Suite 4900, New York, New York 10019-2701 and Toyota Motor Engineering and
26 Manufacturing North America, Inc., U.S.A.

25 KATSUNKI WATANABE

26 Individually and in his capacity as President and Board Member, Toyota Motor Corporation, 1,
27 Toyota-Cho, Toyota, Aichi 471-8571, Japan, Toyota Financial Services Corporation, 19000 S.
28 Western Ave, Torrance, California 90509 U.S.A, Toyota North America, Toyota Motor Sales

1 U.S.A, Inc., 9 W. 57th St, Suite 4900, New York, New York 10019-2701 and Toyota Motor
2 Engineering and Manufacturing North America, Inc., U.S.A.

3 CHRISTOPHER P. REYNOLDS

4 Individually and in his capacity as Group Vice President and General Counsel, Toyota Motor
5 Corporation, 1, Toyota-Cho, Toyota, Aichi 471-8571, Japan, Toyota Motor Sales U.S.A, Inc., 9
6 W. 57th St, Suite 4900, New York, New York 10019-2701.

7 NANCY L. FEIN

8 Individually and in his capacity as Group Vice President and General Counsel, Toyota Motor
9 Corporation, 1, Toyota-Cho, Toyota, Aichi 471-8571, Japan, Toyota Motor Sales U.S.A, Inc., 9
10 W. 57th St, Suite 4900, New York, New York 10019-2701.

11 SHIGERU HAYAKAWA

12 Individually and in his capacity as President and Chief Operating Officer, Toyota Motor
13 Corporation, 1, Toyota-Cho, Toyota, Aichi 471-8571, Japan, Toyota Motor Sales U.S.A, Inc., 9
14 W. 57th St, Suite 4900, New York, New York 10019-2701.

15 TETSUO AGATA

16 Individually and in his/her capacity as Senior Managing Director, Toyota Motor Corporation, 1,
17 Toyota-Cho, Toyota, Aichi 471-8571, Japan and President and Chief Operating Officer, Toyota
18 Motor Engineering and Manufacturing North America, Inc. U.S.A.

19 CHUCK "CHARLES" STURROCK

20 Individually and in his capacity as General Manager, C and D Towing Specialists, Inc. /McBride,
21 all locations including but not limited to 8332 Case St, La Mesa, California, 91942, 2646
22 Commercial, San Diego, California, 187 N. Marshall, El Cajon, California 92020 and 8101
23 Commercial, La Mesa, California, U.S.A.

24 JESICCA

25 Individually and in her capacity as Employee, C and D Towing Specialists, Inc./McBride, all
26 locations including but not limited to 8332 Case St, La Mesa, California, 91942, 2646
27 Commercial, San Diego, California, 187 N. Marshall, El Cajon, California 92020 and 8101
28 Commercial, La Mesa, California, U.S.A.

AIDA GONZALEZ

Individually and in her capacity as Supervisor, Adesa LA Auctioneers, 13085 Hamilton Crossing
Boulevard, Carmel, Indiana 46032, U.S.A and 11625 Nino Way, Mira Loma, California 91752-
1437, U.S.A.

JOHN HEINKEL

Individually and in his capacity as Chief Executive Officer, Talon Auto Adjusters, 8163
Commercial Street, La Mesa, California 90942(P.O. Box 2188, La Mesa, California 91943),
U.S.A.

JANET KLEINE

1 Individually and in his capacity as Chief Financial Officer, Talon Auto Adjusters, 8163
2 Commercial Street, La Mesa, California 90942(P.O. Box 2188, La Mesa, California 91943),
3 U.S.A.

4 DAVE

5 Individually and in his capacity as Employee, Talon Auto Adjusters, 8163 Commercial Street, La
6 Mesa, California 90942(P.O. Box 2188, La Mesa, California 91943), U.S.A.

7 SARAH

8 Individually and in her capacity as Employee, Talon Auto Adjusters, 8163 Commercial Street,
9 La Mesa, California 90942(P.O. Box 2188, La Mesa, California 91943), U.S.A.

10 AMY

11 Individually and in her capacity as Employee, Talon Auto Adjusters, 8163 Commercial Street,
12 La Mesa, California 90942(P.O. Box 2188, La Mesa, California 91943), U.S.A.

13 JAMES P. (JIM) HALLETT

14 Individually and in his capacity as Chief Executive Officer, President and Director, Adesa, Inc,
15 and KAR Auction Services, 13085 Hamilton Crossing Boulevard, Carmel, Indiana 46032,
16 U.S.A.

17 TOM CARUSO

18 Individually and in his capacity as Chief Executive Officer, President and Chief Operating
19 Officer, Adesa, Inc, 13085 Hamilton Crossing Boulevard, Carmel, Indiana 46032, U.S.A.

20 MICHELLE MALLON

21 Individually and in her capacity as Vice President of Legal, Adesa, Inc., 13085 Hamilton
22 Crossing Boulevard, Carmel, Indiana 46032, U.S.A.

23 TIM DEBERRY

24 Individually and in his capacity as Regional Vice President Western Region, Adesa, Inc., 13085
25 Hamilton Crossing Boulevard, Carmel, Indiana 46032, U.S.A.

26 TREVOR HENDERSON

27 Individually and in his capacity as Vice President of e-Business and Business Development,
28 ADESA Canada, Managing Director OPENLANE, 13085 Hamilton Crossing Boulevard,
Carmel, Indiana 46032, U.S.A.

DENNIS JAMES

Individually and in his capacity as President, AutoVIN, 13085 Hamilton Crossing Boulevard,
Carmel, Indiana 46032, U.S.A.

JERRY KONTOS

Individually and in his capacity as President, PAR North America, 13085 Hamilton Crossing
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1 PAUL LIPS

2 Individually and in his capacity as Executive Vice President, Operations and Finance, Adesa,
3 Inc., 13085 Hamilton Crossing Boulevard, Carmel, Indiana 46032, U.S.A.

4 GREGG MAIDMENT

5 Individually and in his capacity as General Manager and Vice President, Adesa Western Canada,
6 Adesa, Inc., 13085 Hamilton Crossing Boulevard, Carmel, Indiana 46032, U.S.A.

7 JANE MORGAN

8 Individually and in her capacity as President, Specialty Auctions Division, Adesa, Inc., 13085
9 Hamilton Crossing Boulevard, Carmel, Indiana 46032, U.S.A.

10 BENJAMIN SKUY

11 Individually and in his capacity as Executive Vice President, International Markets and Strategic
12 Initiatives, KAR Auction Services, Inc., 13085 Hamilton Crossing Boulevard, Carmel, Indiana
13 46032, U.S.A.

14 STEPHANIE ST. HILARIE

15 Individually and in his capacity as President and Chief Operating Officer, Adesa Canada, Adesa,
16 Inc., 13085 Hamilton Crossing Boulevard, Carmel, Indiana 46032, U.S.A.

17 DAVID VIGNES

18 Individually and in his capacity as Vice President, Sales and Marketing, Adesa, Inc., 13085
19 Hamilton Crossing Boulevard, Carmel, Indiana 46032, U.S.A.

20 LISA SCOTT

21 Individually and in her capacity as President and Chief Operating Officer, Adesa Canada, Adesa,
22 Inc., 13085 Hamilton Crossing Boulevard, Carmel, Indiana 46032, U.S.A.

23 TIM ZIERDAN

24 Individually and in his capacity as Senior Vice President of Dealer Services, Adesa, Inc. and
25 OPENLANE, 13085 Hamilton Crossing Boulevard, Carmel, Indiana 46032, U.S.A.

26 BOB RAUSCHENBERG

27 Individually and in his capacity as Executive Vice President, Sales, Marketing and Special
28 Services, Adesa, Inc., 13085 Hamilton Crossing Boulevard, Carmel, Indiana 46032, U.S.A.

WARREN BYRD

Individually and in his capacity as Executive Vice President of Corporate Development and Real
Estate, KAR Auction Services Inc., 13085 Hamilton Crossing Boulevard, Carmel, Indiana,
46032, U.S.A.

BECCA POLAK

Individually and in his capacity as Executive Vice President General Counsel and Secretary,
KAR Auction Services Inc., 13085 Hamilton Crossing Boulevard, Carmel, Indiana 46032,
U.S.A.

1 ERIC LOUGHMILLER

2 Individually and in his capacity as Executive Vice President and Chief Financial Officer, KAR
3 Auction Services Inc., 13085 Hamilton Crossing Boulevard, Carmel, Indiana 46032, U.S.A.

4 PETER KELLY

5 Individually and in his capacity as Chief Executive Officer, OPENLANE, 13085 Hamilton
6 Crossing Boulevard, Carmel, Indiana 46032, U.S.A.

7 DON GOTTWALD

8 Individually and in his capacity as Chief Executive Officer and President, Automotive Finance
9 Corporation, 13085 Hamilton Crossing Boulevard, Carmel, Indiana 46032, U.S.A.

10 BRIAN T. CLINGEN

11 Individually and in his capacity as Chairman of the Board, KAR Auction Services Inc., 13085
12 Hamilton Crossing Boulevard, Carmel, Indiana 46032, U.S.A.

13 DAVID J. AMENT

14 Individually and in his capacity as Director, KAR Auction Services Inc., 13085 Hamilton
15 Crossing Boulevard, Carmel, Indiana 46032, U.S.A.

16 THOMAS J. CARELLA

17 Individually and in his capacity as Director, KAR Auction Services Inc., 13085 Hamilton
18 Crossing Boulevard, Carmel, Indiana 46032, U.S.A.

19 MICHAEL B. GOLDBERG

20 Individually and in his capacity as Director, KAR Auction Services Inc., 13085 Hamilton
21 Crossing Boulevard, Carmel, Indiana 46032, U.S.A.

22 PETER H. KAMIN

23 Individually and in his capacity as Director, KAR Auction Services Inc., 13085 Hamilton
24 Crossing Boulevard, Carmel, Indiana 46032, U.S.A.

25 SANJEER MEHRA

26 Individually and in his capacity as Director, KAR Auction Services Inc., 13085 Hamilton
27 Crossing Boulevard, Carmel, Indiana 46032, U.S.A.

28 CHURCH M. MOORE

Individually and in his capacity as Director, KAR Auction Services Inc., 13085 Hamilton
Crossing Boulevard, Carmel, Indiana 46032, U.S.A.

ROBERT M. FINLAYSON

Individually and in his capacity as Director, KAR Auction Services Inc., 13085 Hamilton
Crossing Boulevard, Carmel, Indiana 46032, U.S.A.

JOHATHAN P. WARD

1 Individually and in his capacity as Director, KAR Auction Services Inc., 13085 Hamilton
2 Crossing Boulevard, Carmel, Indiana 46032, U.S.A.

3 DAWN JENSEN

4 Individually and in her capacity as Supervisor, City of San Diego Parking Administration and
5 Enforcement, Office of the City Treasurer, 1255 Fifth Ave, P.O. Box 129038(92112), San Diego,
6 California 92101, U.S.A.

7 SHELLY REDMAN

8 Individually and in her capacity as Senior Accounts Clerk, City of San Diego Parking
9 Administration and Enforcement, Office of the City Treasurer, 1255 Fifth Ave, P.O. Box
10 129038(92112), San Diego, California 92101, U.S.A.

11 S. HIGDON

12 Individually and in his capacity as Officer, San Diego Police Department, 1401 Broadway, San
13 Diego, California, U.S.A.

14 SELLSWORTH (MR)

15 Individually and in his capacity as Officer, San Diego Police Department, 1401 Broadway, San
16 Diego, California, U.S.A.

17 SACCO (MR)

18 Individually and in his capacity as Officer, San Diego Police Department, 1401 Broadway, San
19 Diego, California, U.S.A.

20 SARAH SUTTER

21 Individually and in her capacity as Arresting and Booking Officer, San Diego Police
22 Department, 1401 Broadway, San Diego, California, U.S.A.

23 JOEL VOSS

24 Individually and in his capacity as Co-arresting Officer, San Diego Police Department, 1401
25 Broadway, San Diego, California, U.S.A.

26 SCHENKLEBERG (MR)

27 Individually and in his capacity as Officer, San Diego Police Department, 1401 Broadway, San
28 Diego, California, U.S.A.

ED

Individually and in his capacity as Supervisor, San Diego Police Department Property Room,
1401 Broadway, San Diego, California, U.S.A.

WILLIAM LANSDOWNE

Individually and in his capacity as Chief of Police, San Diego Police Department, 1401
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PAUL COOPER

1 Individually and in his capacity as Counsel to the Chief of Police, San Diego Police Department,
2 1401 Broadway, San Diego, California, U.S.A.

3 ZACH BRADLEY

4 Individually and in his capacity as Officer, San Diego Police Department, 1401 Broadway, San
5 Diego, California, U.S.A.

6 HIME ALVARADO

7 Individually and in his capacity as Officer, San Diego Police Department, 1401 Broadway, San
8 Diego, California, U.S.A.

9 R.T. HENRIZI

10 Individually and in his capacity as Officer, San Diego Police Department, 1401 Broadway, San
11 Diego, California, U.S.A.

12 P. RORRISON

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14 Diego, California, U.S.A.

15 U. HARVEY

16 Individually and in his capacity as Officer, San Diego Police Department, 1401 Broadway, San
17 Diego, California, U.S.A.

18 KEVIN C. RAUSIS

19 Individually and in his capacity as Officer, San Diego Police Department, 1401 Broadway, San
20 Diego, California, U.S.A.

21 K. KINNEY

22 Individually and in her capacity as Officer, San Diego Police Department, 1401 Broadway, San
23 Diego, California, U.S.A.

24 PATRICK SULLIVAN

25 Individually and in his capacity as Officer, San Diego Police Department, 1401 Broadway, San
26 Diego, California, U.S.A.

27 KISTER (MR)

28 Individually and in his capacity as Officer, San Diego Police Department, 1401 Broadway, San
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Individually and in his capacity as Officer, San Diego Police Department, 1401 Broadway, San
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2 Individually and in his capacity as Officer, San Diego Police Department, 1401 Broadway, San
3 Diego, California, U.S.A.

4 JAMES COLLINS

5 Individually and in his capacity as Officer, San Diego Police Department, 1401 Broadway, San
6 Diego, California, U.S.A.

7 BOYD LONG

8 Individually and in his capacity as Officer, San Diego Police Department, 1401 Broadway, San
9 Diego, California, U.S.A.

10 CESAR SOLIS

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12 Diego, California, U.S.A.

13 TONY MCELROY

14 Individually and in his capacity as Officer, San Diego Police Department, 1401 Broadway, San
15 Diego, California, U.S.A.

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18 Diego, California, U.S.A.

19 DAVID ROHOWITZ

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21 Diego, California, U.S.A.

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23 Individually and in his capacity as Officer, San Diego Police Department, 1401 Broadway, San
24 Diego, California, U.S.A.

25 S. BOYKIN

26 Individually and in his capacity as Officer, San Diego Police Department, 1401 Broadway, San
27 Diego, California, U.S.A.

28 K. ARMENTANO

Individually and in his capacity as Officer, San Diego Police Department, 1401 Broadway, San
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S. ERACA

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1 Individually and in his capacity as Officer, San Diego Police Department, 1401 Broadway, San
2 Diego, California, U.S.A.

3 K. LAWRENCE

4 Individually and in his capacity as Officer, San Diego Police Department, 1401 Broadway, San
5 Diego, California, U.S.A.

6 J. HAGEL

7 Individually and in his capacity as Officer, San Diego Police Department, 1401 Broadway, San
8 Diego, California, U.S.A.

9 ROBERT ADAMS

10 Individually and in his capacity as Officer, San Diego Police Department, 1401 Broadway, San
11 Diego, California, U.S.A.

12 ALAN NICHOLAS

13 Individually and in his capacity as Officer, San Diego Police Department, 1401 Broadway, San
14 Diego, California, U.S.A.

15 E. WISEMAN

16 Individually and in his capacity as Officer, San Diego Police Department, 1401 Broadway, San
17 Diego, California, U.S.A.

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A. WILBURN

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JOHN A. HOUSTON

1 Individually and in his capacity as Judge, United States District Court Southern District of
2 California, 880 Front Street, San Diego, California 92101, U.S.A and as in USDC Case No. 11-
CV-1906-JAH (WVG) and USDC Case No. 3-11-CV-1808-JAH (BLM).

3 **W. SAMUEL HAMRICK, JR.**

4 Individually and in his capacity as Clerk of Court, United States District Court Southern District
5 of California, 880 Front Street, Suite 4290, San Diego, California 92101, U.S.A and as in USDC
Case No. 11-CV-1906-JAH (WVG) and USDC Case No. 3-11-CV-1808-JAH (BLM).

6 **S/J PETERSEN**

7 Individually and in his/her capacity as Deputy Clerk of Court, United States District Court
8 Southern District of California, 880 Front Street, San Diego, California 92101, U.S.A and as in
USDC Case No. 11-CV-1906-JAH (WVG) and USDC Case No. 3-11-CV-1808-JAH (BLM).

9 **THOMAS MONTGOMERY**

10 Individually and in his capacity as County Counsel, Office of County Counsel, County
Administration Center, 1600 Pacific Highway, Room 355, San Diego, California, 92101, U.S.A.

11 **JERRY SANDERS**

12 Individually and in capacity as Mayor, City of San Diego, California, City Administration
13 Building, 202 C Street, 11th Floor, San Diego, California 92101, U.S.A.

14 **DAVID J. DANIELSEN**

15 Individually and in his capacity as Judge, Superior Court of California, 220 W. Broadway, San
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16 **FREDERICK MAGUIRE**

17 Individually and in his capacity as Judge, Superior Court of California, 220 W. Broadway, San
Diego, California, U.S.A.

18 **ROBERT C. RICE**

19 Individually and in his capacity as Commissioner, Superior Court of California, 220 W.
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20 **ROGER W. KRAUEL**

21 Individually and in his capacity as Judge, Superior Court of California, 220 W. Broadway, San
22 Diego, California, U.S.A.

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24 Individually and in her capacity as Commissioner, Superior Court of California, 220 W.
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25 **KERI G. KATZ**

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13 R. PADILLA

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15 3380 Harbor Drive, San Diego, California, 92101, U.S.A.

16 TAYLOR (MR)

17 Individually and in his capacity as Co-arresting Officer, San Diego Harbor Police, 3380 Harbor
18 Drive, San Diego, California, 92101, U.S.A.

19 SABBAGH (MR)

20 Individually and in his capacity as Co-arresting Officer, San Diego Harbor Police, 3380 Harbor
21 Drive, San Diego, California, 92101, U.S.A.

22 S. AFHOOK

23 Individually and in his capacity as Co-arresting Officer, San Diego Harbor Police, 3380 Harbor
24 Drive, San Diego, California, 92101, U.S.A.

25 JOHN A. BOLDUC

26 Individually and in his capacity as Chief of Police, San Diego Harbor Police, 3380 Harbor Drive,
27 San Diego, California, 92101, U.S.A.

28 BRIAN JENSEN

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KIMBERLY A. FIVES

Individually and in her capacity as Officer, San Diego Harbor Police, 3380 Harbor Drive, San
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ROURCK (MR)

1 Individually and in his capacity as Arrest and Booking Sheriffs' Deputy, San Diego County
2 Sheriffs' Department, San Diego Central Jail, 1730 Front St, P.O. Box 939062 (92193) San
3 Diego, Facility 8, George F. Bailey Detention Facility, San Diego, California, 92101, U.S.A.

4 **MONIKA PALMERIN**

5 Individually and in her capacity as Arrest and Booking Sheriffs' Deputy, San Diego County
6 Sheriffs' Department, San Diego Central Jail, 1730 Front St, P.O. Box 939062 (92193) San
7 Diego, Facility 8, George F. Bailey Detention Facility, San Diego, California, 92101, U.S.A.

8 **C.H. WALSH**

9 Individually and in her capacity as Arrest and Booking Sheriffs' Deputy, San Diego County
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11 Diego, Facility 8, George F. Bailey Detention Facility, San Diego, California, 92101, U.S.A.

12 **MIKE OTIS**

13 Individually and in his capacity as Property and Evidence Custodian, San Diego County Sheriffs'
14 Department Property and Evidence Unit, 5255 Mount Etna Drive, San Diego, California, U.S.A.

15 **NORM CASTILLO**

16 Individually and in his capacity as Property and Evidence Unit Employee, San Diego County
17 Sheriffs' Department Property and Evidence Unit, 5255 Mount Etna Drive, San Diego,
18 California, U.S.A.

19 **DAILEY (MR)**

20 Individually and in his capacity as Sheriffs' Deputy, San Diego County Sheriffs' Department,
21 San Diego Central Jail, 1730 Front St, P.O. Box 939062 (92193) San Diego, Facility 8, George
22 F. Bailey Detention Facility, San Diego, California, 92101, U.S.A.

23 **L.A. RIOS**

24 Individually and in his capacity as Sheriffs' Deputy, San Diego County Sheriffs' Department,
25 San Diego Central Jail, 1730 Front St, P.O. Box 939062 (92193) San Diego, Facility 8, George
26 F. Bailey Detention Facility, San Diego, California, 92101, U.S.A.

27 **RIA (MS)**

28 Individually and in her capacity as Medical Personnel, San Diego County Sheriffs' Department,
San Diego Central Jail, 1730 Front St, P.O. Box 939062 (92193), San Diego, California, 92101,
U.S.A.

D. HANSEN

Individually and in his capacity as Sheriffs' Deputy, San Diego County Sheriffs' Department,
San Diego Central Jail, 1730 Front St, P.O. Box 939062 (92193) San Diego, Facility 8, George
F. Bailey Detention Facility, San Diego, California, 92101, U.S.A.

J. JOHNS

1 Individually and in his capacity as Sheriffs' Deputy, San Diego County Sheriffs' Department,
2 San Diego Central Jail, 1730 Front St, P.O. Box 939062 (92193) San Diego, Facility 8, George
F. Bailey Detention Facility, San Diego, California, 92101, U.S.A.

3 **LAWSON (MR)**

4 Individually and in his capacity as Sheriffs' Deputy, San Diego County Sheriffs' Department,
5 San Diego Central Jail, 1730 Front St, P.O. Box 939062 (92193) San Diego, Facility 8, George
F. Bailey Detention Facility, San Diego, California, 92101, U.S.A.

6 **JOHN DOE WHITE MALE SHERIFFS DEPUTY WEARING BULLET-PROOF VEST AND**
7 **ACCOMPLICE OF SHERIFFS' DEPUTIES D. HANSEN AND J. JOHNS** at about 12:15am
8 PST on May 22, 2012 in the lobby at the San Diego County Central Jail, 1730 Front St, San
Diego, California.

9 Individually and in his capacity as Sheriffs' Deputy, San Diego County Sheriffs' Department,
10 San Diego Central Jail, 1730 Front St, P.O. Box 939062 (92193) San Diego, Facility 8, George
F. Bailey Detention Facility, San Diego, California, 92101, U.S.A.

11 **WILLIAM D. GORE**

12 Individually and in his capacity as Sheriff, San Diego County Sheriffs' Department, San Diego,
California, 92101, U.S.A.

13 **THOMAS J. COOKE**

14 Individually and in his capacity as Under-Sheriff, San Diego County Sheriffs' Department, San
Diego, California, 92101, U.S.A.

15 **R. SALAZAR**

16 Individually and in his capacity as Sheriffs' Deputy, San Diego County Sheriffs' Department,
17 San Diego Central Jail, San Diego, California, 92101, U.S.A.

18 **A.P. SETTER**

19 Individually and in his capacity as Sheriffs' Deputy, San Diego County Sheriffs' Department,
San Diego Central Jail, San Diego, California, 92101, U.S.A.

20 **HATHAWAY (MR)**

21 Individually and in his capacity as Sheriffs' Deputy, San Diego County Sheriffs' Department,
22 San Diego Central Jail, Facility 8, George F. Bailey Detention Facility, San Diego, California,
92101, U.S.A.

23 **BIGGS (MR)**

24 Individually and in his capacity as Sheriffs' Deputy, San Diego County Sheriffs' Department,
25 San Diego Central Jail, Facility 8, George F. Bailey Detention Facility, San Diego, California,
92101, U.S.A.

26 **T. HANDSON**

27 Individually and in his capacity as Sheriffs' Deputy, San Diego County Sheriffs' Department,
San Diego Central Jail, San Diego, California, 92101, U.S.A.

1 ACEVADO (MR)

2 Individually and in his capacity as Sheriffs' Deputy, San Diego County Sheriffs' Department,
3 San Diego Central Jail, Facility 8, George F. Bailey Detention Facility, San Diego, California,
4 92101, U.S.A.

5 P. LACHAPPELL

6 Individually and in his capacity as Sheriffs' Deputy, San Diego County Sheriffs' Department,
7 San Diego Central Jail, Facility 8, George F. Bailey Detention Facility, San Diego, California,
8 92101, U.S.A.

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21 JACKSON (MR)

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24 F. Bailey Detention Facility, San Diego, California, 92101, U.S.A.

25 SMITH (MR)

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2 Highway Patrol), 9330 Farnham St, San Diego, California, 92123, and 4902 Pacific Highway,
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3 **MATTHEW F. CARROLL**

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5 Services Agency (HHSA), Behavioral Health Services, Forensic Psychiatry Unit, 220 West
6 Broadway, #1003, San Diego, California, 92101 and 3255 Camino Del Rio South, San Diego,
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11 **LAWRENCE RICHMAN**

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17 **MAX NAVARRO**

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20 **ZACHARY COLLINS**

21 Individually and in his capacity as Arresting Security Officer, Heritage Security Services, Transit
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23 **RACHEL TYNER**

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26 **QUEEN (MR)**

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1 L. AMARIZ

2 Individually and in his capacity as Security Officer, Heritage Security Services, Transit System
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8 R. OROZCO

9 Individually and in his capacity as Security Officer, Heritage Security Services, Transit System
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11 California.

12 V. GARCIA

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15 California.

16 M. REGUSTERS

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19 California.

20 F. CONTRERAS

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23 California.

24 LEHNER (MR)

25 Individually and in his capacity as Security Officer, Heritage Security Services, Transit System
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27 California.

28 K. SPIGHT

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A.MOYA

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3 C. MINER

4 Individually and in his capacity as Security Officer, Heritage Security Services, Transit System
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6 California.

7 C. YEAGER

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11 L. COLLIER

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14 California.

15 PITT (MR)

16 Individually and in his capacity as Security Officer, Heritage Security Services, Transit System
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19 M. KOSAK

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23 C. SANDEZ

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26 California.

27 P. ROMERO

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A.SPIEDEL

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T. THOMAS

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4 J. JAMESON

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7 California.

8 J. KING

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12 T. OKALSKI

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16 S. RODRIGUEZ

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20 E. MCKEEVER

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24 H. CASTRO

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28 J. NUTTING

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4 **M. FARIAS**

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8 **J. ROMERO**

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12 **E. TRUJILLO**

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24 **H. ESTRADA**

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28 **CHAN (MR)**

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HINOJOS (MR)

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4 S. CORREAU

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6 Security and Fort Heritage Courier Service, 1260 Morena Blvd, Suite 200, San Diego,
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12 H. NAVARRETTE

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16 D. NAPOLEON

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18 Security and Fort Heritage Courier Service, 1260 Morena Blvd, Suite 200, San Diego,
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20 Y. ADIBOYE

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24 T. WADE

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28 E. RANDES

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1 Individually and in his capacity as Security Officer, Heritage Security Services, Transit System
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4 **M. VARGES**

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8 **R. OAKLEY**

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11 California.

12 **M. CARTER**

13 Individually and in his capacity as Security Officer, Heritage Security Services, Transit System
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15 California.

16 **J. PARKER**

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20 **G. BARNETTE**

21 Individually and in his capacity as Security Officer, Heritage Security Services, Transit System
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23 California.

24 **T. ASKREN**

25 Individually and in his capacity as Security Officer, Heritage Security Services, Transit System
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27 California.

28 **CAROLYN SUESS**

Individually and in her capacity as Operations Supervisor, San Diego Metropolitan Transit
System (SDMTS), San Diego, California.

PHIL STIEGLIZ

Individually and in his capacity as Operations Supervisor, San Diego Metropolitan Transit
System (SDMTS), San Diego, California.

JOSE GARCIA

Individually and in his capacity as Operations Supervisor, San Diego Metropolitan Transit
System (SDMTS), 3650 Main St, Chula Vista, California and 1213 N. Johnson Ave, El Cajon,
California.

1 JOHN FITCH

2 Individually and in his capacity as Operations Supervisor, San Diego Metropolitan Transit
3 System (SDMTS), 3650 Main St, Chula Vista, California and 1213 N. Johnson Ave, El Cajon,
4 California.

5 JOHN NESBITT

6 Individually and in his capacity as Operations Supervisor, San Diego Metropolitan Transit
7 System (SDMTS), 3650 Main St, Chula Vista, California and 1213 N. Johnson Ave, El Cajon,
8 California.

9 RICARDO

10 Individually and in his capacity as Employee, San Diego Metropolitan Transit System (SDMTS),
11 3650 Main St, Chula Vista, California and 1213 N. Johnson Ave, El Cajon, California.

12 ROSE SORILLON

13 Individually and in her capacity as Operations Supervisor, San Diego Metropolitan Transit
14 System (SDMTS), 3650 Main St, Chula Vista, California and 1213 N. Johnson Ave, El Cajon,
15 California.

16 JOHN DOE WHITE MALE DRIVER SDMTS 44 BUS ROUTE 325 ABOUT 9:08PM PST ON
17 DECEMBER 14, 2009 FROM LINDA VISTA ROAD TO OLD TOWN TRANSIT STATION
18 SAN DIEGO CALIFORNIA.

19 Individually and in his capacity as Bus Driver, San Diego Metropolitan Transit System
20 (SDMTS), 3650 Main St, Chula Vista, California and 1213 N. Johnson Ave, El Cajon,
21 California.

22 JOHN DOE HISPANIC MALE DRIVER SDMTS 992 BUS ROUTE 2775 ABOUT 8:58AM
23 PST ON MARCH 17, 2011 INCIDENT ON BROADWAY AND SETTLER ACROSS FROM
24 AMERICA PLAZA DOWNTOWN SAN DIEGO CALIFORNIA.

25 Individually and in his capacity as Bus Driver, San Diego Metropolitan Transit System
26 (SDMTS), 3650 Main St, Chula Vista, California and 1213 N. Johnson Ave, El Cajon,
27 California.

28 JOHN DOE WHITE MALE DRIVER SDMTS 120 BUS ROUTE 343 ABOUT 4:42PM PST
ON MARCH 15, 2011 INCIDENT ON GENESEE AVE AND HEALTHCARE DRIVE, SAN
DIEGO CALIFORNIA.

Individually and in his capacity as Bus Driver, San Diego Metropolitan Transit System
(SDMTS), 3650 Main St, Chula Vista, California and 1213 N. Johnson Ave, El Cajon,
California.

JANE DOE BLACK FEMALE DRIVER SDMTS 105 BUS ROUTE 302 ABOUT 10:08AM
PST ON JULY 26, 2009 INCIDENT ON MILTON ST AND MORENA BLVD, SAN DIEGO
CALIFORNIA.

Individually and in her capacity as Bus Driver, San Diego Metropolitan Transit System
(SDMTS), 3650 Main St, Chula Vista, California and 1213 N. Johnson Ave, El Cajon,
California.

1 JANE DOE WHITE FEMALE DRIVER SDMTS 120 BUS ROUTE 1604 ABOUT 10:50AM
2 PST ON AUGUST 21, 2011 INCIDENT AT FASHION VALLEY TRANSIT STATION, SAN
3 DIEGO CALIFORNIA.

4 Individually and in her capacity as Bus Driver, San Diego Metropolitan Transit System
5 (SDMTS), 3650 Main St, Chula Vista, California and 1213 N. Johnson Ave, El Cajon,
6 California.

7 PAUL PABLONSKI

8 Individually and in his capacity as Chief Executive Officer, San Diego Metropolitan Transit
9 System (SDMTS), San Diego, California, 3650 Main St, Chula Vista, California and 1213 N.
10 Johnson Ave, El Cajon, California.

11 C. MICHAEL COWETT

12 Individually and in his capacity as General Counsel, San Diego Metropolitan Transit System
13 (SDMTS), San Diego, California, 3650 Main St, Chula Vista, California and 1213 N. Johnson
14 Ave, El Cajon, California.

15 TIFFANY LORENZEN

16 Individually and in her capacity as General Counsel, San Diego Metropolitan Transit System
17 (SDMTS), San Diego, California, 3650 Main St, Chula Vista, California and 1213 N. Johnson
18 Ave, El Cajon, California.

19 JEFF STUMBO

20 Individually and in his capacity as Director, San Diego Metropolitan Transit System (SDMTS),
21 San Diego, California, 3650 Main St, Chula Vista, California and 1213 N. Johnson Ave, El
22 Cajon, California.

23 SHARON COONEY

24 Individually and in her capacity as Director of Court Affairs and Community Relations, San
25 Diego Metropolitan Transit System (SDMTS), San Diego, California, 3650 Main St, Chula
26 Vista, California and 1213 N. Johnson Ave, El Cajon, California.

27 HENRI PRUGLIO

28 Individually and in his capacity as Chairman, Veolia Environnement, Veolia Transportation
Services, Inc., Veolia Transport, Veolia Water America, LLC., Veolia EAU Solutions and
Technologies, Veolia Water Solutions and Technologies, Veolia Verkehr, Connex, 200 E.
Randolph St, Suite 7900, Chicago, IL 60601, U.S.A, 720 E. Butterfield Road, Suite 300,
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ALAN MOLDAWER

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Solutions and Technologies, Veolia Water Solutions and Technologies, Veolia Verkehr, Connex,
200 E. Randolph St, Suite 7900, Chicago, IL 60601, U.S.A , 200 E. Randolph St, Suite 7900,

1 Chicago, IL 60601, U.S.A, 720 E. Butterfield Road, Suite 300, Lombard, IL 60148, 3650 Main
2 St, Chula Vista, California and 1213 N. Johnson Ave, El Cajon, California.

3 **LARRY STEFFES**

4 Individually and in his capacity as Assistant General Counsel, Veolia Environnement, Veolia
5 Transportation Services, Inc., Veolia Transport, Veolia Water America, LLC., Veolia EAU
6 Solutions and Technologies, Veolia Water Solutions and Technologies, Veolia Verkehr, Connex,
7 200 E. Randolph St, Suite 7900, Chicago, IL 60601, U.S.A, 720 E. Butterfield Road, Suite 300,
8 Lombard, IL 60148, 3650 Main St, Chula Vista, California and 1213 N. Johnson Ave, El Cajon,
9 California.

10 **MARK L. JOSEPH**

11 Individually and in his capacity as Chairman and Chief Executive Officer, Veolia
12 Environnement, Veolia Transportation Services, Inc., Veolia Water America, LLC., Veolia EAU
13 Solutions and Technologies, Veolia Water Solutions and Technologies, Veolia Transport, Veolia
14 Verkehr, Connex, 200 E. Randolph St, Suite 7900, Chicago, IL 60601, U.S.A, 720 E. Butterfield
15 Road, Suite 300, Lombard, IL 60148, 3650 Main St, Chula Vista, California and 1213 N.
16 Johnson Ave, El Cajon, California.

17 **JANET DAVIS**

18 Individually and in her capacity as Vice President, Business Development, Veolia
19 Environnement, Veolia Transportation Services, Inc., Veolia Transport, Veolia Water America,
20 LLC., Veolia EAU Solutions and Technologies, Veolia Water Solutions and Technologies,
21 Veolia Verkehr, Connex, 720 E. Butterfield Road, Suite 300, Lombard, IL 60148, 3650 Main St,
22 Chula Vista, California and 1213 N. Johnson Ave, El Cajon, California.

23 **CHRISTOPHER BRYAN**

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26 Butterfield Road, Suite 300, Lombard, IL 60148, 3650 Main St, Chula Vista, California and
27 1213 N. Johnson Ave, El Cajon, California.

28 **DONALD SAUNDERS**

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3 VALERIE MICHAEL

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6 EAU Solutions and Technologies, Veolia Water Solutions and Technologies, Veolia Verkehr,
7 Connex, 200 E. Randolph St, Suite 7900, Chicago, IL 60601, U.S.A, 720 E. Butterfield Road,
8 Suite 300, Lombard, IL 60148, 3650 Main St, Chula Vista, California and 1213 N. Johnson Ave,
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13 Solutions and Technologies, Veolia Water Solutions and Technologies, Veolia Verkehr, Connex,
14 200 E. Randolph St, Suite 7900, Chicago, IL 60601, U.S.A, 720 E. Butterfield Road, Suite 300,
15 Lombard, IL 60148, 3650 Main St, Chula Vista, California and 1213 N. Johnson Ave, El Cajon,
16 California.

17 Co-defendants

18 COMPLAINT FOR DAMAGES

19 Chibueze C. Anaeme, plaintiff, respectfully files this complaint for damages following FTCA
20 28 U.S.C Sections 1346, 1402, 2401, 2402, 2671 et seq. and other causes of action provided
21 under the United States Constitution, Statutory provisions and or laws of the applicable state(s).

22 JURISDICTION AND VENUE

23 1. Jurisdiction of the court is invoked pursuant to 28 U.S.C Sections 1331, 1337 and 1367.
24 The actions, omissions and transactions alleged to be unlawful arise within the jurisdiction of
25 the United States District Court for the Northern District of Texas, United States District Court
26 for the District of Colorado and the United States District Court for the District of Oregon
27 respectively.

28 2. Plaintiff further invokes the pendant jurisdiction of this court to hear and decide claims arising
from constitutional and statutory provisions as is/are applicable.

PARTIES

3. Plaintiff, Chibueze C. Anaeme is a black male of African origin and a resident of
Albuquerque, Bernalillo County, New Mexico, U.S.A.

4. Defendant, United States of America as party and as is liable for its acts and the acts of its
individual agents and/or co-defendants in aforerecited cause.

5. Individual co-defendants and/or defendants' agents Larry H. Miller Group of Companies including but not limited to Larry H. Miller Communications Corporation, Brad Francis Chevrolet, Brad Francis Ford, Karl Malone Scion of Draper, UT, Karl Malone Toyota, UT, Karl Malone Toyota, NM, Larry H. Miller Scion, Boulder, Larry H. Miller, Bountiful, UT, Larry H. Miller Chevrolet, Murray, Larry H. Miller Chrysler Jeep Dodge, Albuquerque, NM, Larry H. Miller Chrysler Jeep Dodge, Boise, ID, Larry H. Miller Chrysler Jeep Dodge, , Ogden, UT, Larry H. Miller Chrysler Jeep, Sandy, UT, Larry H. Miller Dodge, Sandy, UT, Larry H. Miller Dodge, Peoria, AZ, Larry H. Miller Finance, Albuquerque, Larry H. Miller Ford Lincoln Mercury, Sandy, UT, Larry H. Miller Ford, Salt Lake City, UT, Larry H. Miller Honda of Hillsboro, OR, Larry H. Miller Honda, Spokane, WA, Larry H. Miller Honda, Boise, ID, Larry H. Miller Honda, Murray, UT, Larry H. Miller Southwest Hyundai, Albuquerque, NM, Larry H. Miller Hyundai, Peoria, AZ, Larry H. Miller Lexus of Lindon, UT, Larry H. Miller Liberty Scion, Colorado Springs, CO, Larry H. Miller Liberty Toyota, Colorado Springs, CO, Larry H. Miller Nissan, Englewood, CO, Larry H. Miller Scion, Colorado Springs, CO, Larry H. Miller Subaru Mitsubishi, Boise, ID, Larry H. Miller Toyota, Colorado Springs, CO, Larry H. Miller Toyota, Spokane, WA, Larry H. Miller Toyota-Scion, Murray, UT, Larry H. Miller Toyota, Peoria, AZ, Larry H. Miller Used Supermarket, Sandy, UT, Larry H. Miller Volkswagen Kia, Lakewood, CO, Larry H. Miller Volkswagen, Avondale, AZ, Mercedes Benz of Lindon, Lindon, UT, Riverview Nissan, Mesa, AZ, Stockton To Malone Honda, Sandy, UT, Megaplex Theatres, KJZZ Channel 14, Salt Lake City, UT, KFAN Radio, Salt Lake City, UT, Energy Solutions Arena, Utah Jazz, Salt Lake Bees, Miller Motorsports Park, Saxton Horne, Jordon Commons, All-Star Catering, Honda of St. Johns, Portland, OR, Landiar Agency, Fanzz Sports Apparel, Utah Jazz Store, Prestige Financial Services, Inc., 9350 S. 150 E, Route 1000, Sandy, Utah 84070, U.S.A., 5650 South State Street, Murray, Utah, 84107, U.S.A and Larry H. Miller American Toyota, 5995 Alameda Boulevard NE, Albuquerque, New Mexico 87113-2003, U.S.A collectively named "Larry H. Miller cluster" are a conglomerate of companies and/or businesses engaged in sports and entertainment, television broadcasting, retailing, automobile sales, leasing and service to name a few within meaning of FTCA 28 U.S.C Sections 1346, 1402, 2401, 2402, 2422, 2671 et seq.

6. Individual co-defendants and/or defendants' agents Toyota Motor Corporation, Japan, Toyota Financial Services Corporation (TFSC), Toyota Information Technology Center, U.S.A, Inc., Toyota Engineering and Manufacturing North America, Inc. (TEMA), Toyota Motor Credit Corporation, Toyota Motor North America, Toyota Motor Insurance Services, Inc., 19000 S. Western Ave, Torrance, California, 90509 and P.O. Box 105386, Atlanta, Georgia 30348, U.S.A, Toyota Motor North America, Toyota Motor Sales U.S.A, Inc., 9 W. 57th St, Suite 4900, New York, NY 10019-2701, U.S.A collectively named "Toyota Corporation cluster" are a conglomerate of companies engaged in the manufacturing, research, logistics, engineering, sales, service, leasing, financing to name a few of automobiles confounded in FTCA 28 U.S.C Sections 1346, 1402, 2401, 2402, 2422, 2671 et seq.

7. Individual co-defendant and/or defendants' agent C and D Towing Specialists, Inc./McBride, all locations including but not limited to C and D Towing Specialists, Inc./McBride, 2285 Main Street, San Diego, California, 92113, U.S.A., C and D Towing Specialists, Inc./McBride, 8332 Case Street, La Mesa, California 91942, U.S.A, C and D Towing Specialists, Inc./McBride, 2646 Commercial Street, San Diego, California 92113, U.S.A, C and D Towing Specialists,

1 Inc./McBride, 187 N. Marshall, El Cajon, California 92020, U.S.A and C and D Towing
2 Specialists, Inc./McBride, 8101 Commercial Street, La Mesa, California collectively named "C
3 and D-McBride cluster" is a vehicle towing company engaged in business within the meaning of
FTCA 28 U.S.C Sections 1346, 1402, 2401, 2402, 2422, 2671 et seq.

4 8. Individual co-defendant and/or defendants' agent Talon Auto Adjusters, Inc., all locations and
5 brands including but not limited to Talon Auto Adjusters, Inc., 8163 Commercial Street, La
6 Mesa, California 91942-2928, U.S.A collectively named "Talon cluster" is/are a private, full
7 service company/companies engaged in repossession and automobile recovery in San Diego
County, California, Imperial County, California and Mexico as advertised within meaning of
FTCA 28 U.S.C Sections 1346, 1402, 2401, 2402, 2422, 2671 et seq.

8 9. Individual co-defendants and/or defendants' agents Adesa, Inc., all locations, subsidiaries and
9 brands, Adesa, Inc., 13085 Hamilton Crossing Boulevard, Carmel, Indiana 46032, U.S.A, Adesa
10 Corporation, LLC., Impact Auto Auctions, Inc., Automotive Finance Corporation, PAR. Inc.,
11 AutoVIN, Inc., ComSearch, Inc., Automotive Recovery Services, Inc., Adesa Importation
12 Services, Inc., Adesa LA Auctioneers, Inc., all locations, Adesa LA Auctioneers, 11625 Nino
13 Way, Mira Loma, California 91752, U.S.A, KAR Holdings, Inc., KAR Auction Services, Inc.
14 Family of Companies, 13085 Hamilton Crossing Boulevard, Carmel, Indiana 46032, U.S.A,
15 Insurance Auto Auctions (IAAI), Automotive Finance Corporation (AFC), OPENLANE, PAR
16 North America, LiveBlock Auctions International, Auto Portfolio Services, Car Buy Co and
Dent Demon collectively named "Adesa-KAR cluster" are a conglomerate of companies
engaged in wholesale automobile and other motor vehicles auctioning, financing, remarketing,
reconditioning, logistics, salvaging, technology, inspection, repairs and related services to name
a few within meaning of FTCA 28 U.S.C Sections 1346, 1402, 2401, 2402, 2422, 2671 et seq.

17 10. Individual co-defendant and/or defendants' agent State of California collectively named
18 "State of California cluster" is a government entity within the meaning of FTCA 28 U.S.C
Sections 1346, 1402, 2401, 2402, 2422, 2671 et seq.

19 11. Individual co-defendant and/or defendants' agent San Diego County California collectively
20 named "San Diego County cluster" is a government entity within the meaning of FTCA 28
U.S.C Sections 1346, 1402, 2401, 2402, 2422, 2671 et seq.

21 12. Individual co-defendants and/or defendants agent The City of San Diego, California and City
22 of San Diego Parking Administration and Enforcement, Office of City Treasurer, 202 C Street,
23 11th Floor, San Diego, California 92101 and 1255 Fifth Ave, P.O. Box 129038 (92112), San
24 Diego, California 92101, U.S.A respectively collectively named "City Administration cluster"
are government entities within the meaning of FTCA 28 U.S.C Sections 1346, 1402, 2401, 2402,
2422, 2671 et seq.

25 13. Individual co-defendant and/or defendants' agent Office of County Counsel, San Diego
26 County, California, 1600 Pacific Highway, Room 355, San Diego, California 92101, U.S.A
27 collectively named "County Counsel cluster" is a government agency engaged in the practice of
28 law and represents various county agencies in San Diego County, California within the meaning
of FTCA 28 U.S.C Sections 1346, 1402, 2401, 2402, 2422, 2671 et seq.

1 14. Individual co-defendant and/or defendants' agent Office of The City Attorney, City of San
2 Diego, 1200 Third Ave, Suite 1300, San Diego, California collectively named "City Attorney
3 cluster" is a government entity engaged in the practice of law and represents various municipal
4 agencies in San Diego, California within the meaning of FTCA 28 U.S.C Sections 1346, 1402,
2401, 2402, 2422, 2671 et seq.

5 15. Individual co-defendant and/or defendants' agent San Diego Police Department collectively
6 named "San Diego Police cluster", 1401 Broadway, San Diego, California is a law enforcement
7 government agency within meaning of FTCA 28 U.S.C Sections 1346, 1402, 2401, 2402, 2422,
2671 et seq.

8 16. Individual co-defendants and/or defendants' agents Office of The Public Defender San Diego
9 County, San Diego, California and Office of Assigned Counsel San Diego County, San Diego,
10 California collectively named "Public Defender Assigned Counsel cluster" are government
11 entities engaged in the practice of law within meaning of FTCA 28 U.S.C Sections 1346, 1402,
2401, 2402, 2422, 2671 et seq.

12 17. Individual co-defendant and/or defendants' agent San Diego Unified Port District located on
13 3165 Pacific Highway, San Diego, California 92101 and San Diego Harbor Police located on
14 3380 N. Harbor Drive, San Diego, California 92101 collectively named "Port Police cluster" are
harbor management and law enforcement government agencies respectively within meaning of
FTCA 28 U.S.C Sections 1346, 1402, 2401, 2402, 2422, 2671 et seq.

15 18. Individual co-defendant and/or defendants' agent San Diego County Sheriffs' Department
16 collectively named "Sheriff cluster" located at the John F. Duffy Administration Center, P.O.
17 Box 939062, San Diego, California 92193, 1730 Front St, San Diego, California, San Diego
18 Central Jail, San Diego, California, Facility 8, George F. Bailey Detention Facility, San Diego,
California to name a few is a law enforcement government agency within meaning of FTCA 28
U.S.C Sections 1346, 1402, 2401, 2402, 2422, 2671 et seq.

19 19. Individual co-defendant and/or defendants' agent California State Police Department
20 (California Highway Patrol) collectively named "Highway Patrol cluster", 4902 Pacific
21 Highway, San Diego, California and 9330 Farnham St, San Diego, California is a law
22 enforcement government agency within meaning of FTCA 28 U.S.C Sections 1346, 1402, 2401,
2402, 2422, 2671 et seq.

23 20. Individual co-defendant and/or defendants' agent San Diego County Health and Human
24 Services Agency (HHS), Behavioral Health Services, Forensic Psychiatry Unit collectively
25 named "Forensic Services cluster", 220 W. Broadway, Room 1003, San Diego, California is a
26 government agency engaged in the performance of health and human services functions
including psychiatric services proscribed within FTCA 28 U.S.C Sections 1346, 1402, 2401,
2402, 2422, 2671 et seq.

27 21. Individual co-defendants and/or defendants' agents Heritage Security Services, Transit
28 System Security and Fort Heritage Courier Service collectively named "Transit Fort cluster",

1 1260 Morena Blvd, Suite 200, San Diego, California 92110 are companies engaged in the
 2 provision of courier services, armed and unarmed security services and investigative services to
 3 the public and to businesses within the meaning of FTCA 28 U.S.C Sections 1346, 1402, 2401,
 2402, 2422, 2671 et seq.

4 22. Individual co-defendants and/or defendants' agents Veolia Environnement, Veolia
 5 Transportation Services, Inc., Veolia Water America, LLC., Veolia Environmental Services,
 6 Veolia Water North America, Veolia Transport, Veolia EAU Solutions and Technologies, Veolia
 7 Water Solutions and Technologies, Veolia Verkehr, Connex, San Diego Metropolitan Transit
 8 System (SDMTS), San Diego Trolley, Inc. (SDTI), San Diego Transit Corporation (SDTC), San
 9 Diego and Arizona Eastern (SD and AE) Railway Company, San Diego Vintage Trolley, Inc.,
 SANDAG, North County Transit District (NCTD) collectively named "Veolia Cluster" are a
 group of companies engaged in public transportation within meaning of FTCA 28 U.S.C
 Sections 1346, 1402, 2401, 2402, 2422, 2671 et seq.

10 23. Individual co-defendants and/or defendants' agents Michelle Aragon, John Doe white male
 11 Service Director, Jane Doe Female Assistant Service Manager, Mr. Rivera, Greg Miller, Phil
 12 Sciarrotta, Lidia Leslie, Larry H. Miller, Mike Mellouss, J. R. Malouff, Carlos Santisteven,
 13 Michael Fleharty, Aubry Madrid and Cassandra Butler, 9350 S. 150 E Rte 1000, Sandy, Utah
 14 84070, U.S.A, 5650 South State Street, Murray, Utah 84107 and 5995 Alameda Boulevard NE,
 15 Albuquerque, New Mexico 87113, U.S.A are executives, managers and or staff of Larry H.
 16 Miller Group of Companies, Larry Miller Communications Corporation and Larry H. Miller
 American Toyota, Albuquerque, New Mexico, U.S.A engaged in automobile dealerships, vehicle
 sales and service, sports teams and clubs, motorsports park, retailing and television broadcasting
 to name a few confounded in FTCA 28 U.S.C Sections 1346, 1402, 2401, 2402, 2422, 2671 et
 seq.

17 24. Individual co-defendants and/or defendants' agents Takeshi Suzuki, George Borst, Yukitoshi
 18 Funo, James Lentz, Tetsuo Agata, Shigeru Hayakawa, Nancy L. Fein, Christopher P. Reynolds,
 19 Katsunki Watanabe and Fujio Cho collectively named "Toyota Corporation cluster personnel"
 20 are founder, executives, managers and/or staff of Toyota Motor Corporation, Toyota Motor
 21 Sales, U.S.A, Toyota Financial Services Corporation, Toyota Motor Credit, brands, subsidiaries
 or divisions within the meaning of FTCA 28 U.S.C Sections 1346, 1402, 2401, 2402, 2422, 2671
 et seq.

22 25. Individual co-defendants and/or defendants' agents Chuck "Charles" Sturrock and Jesicca,
 23 2286 Main Street, San Diego, California, 92113, 8332 Case, Street, San Diego, California 91942,
 24 2646 Commercial, San Diego, California 92113, 187 N. Marshall, El Cajon, California 92020
 and 8101 Commercial St, San Diego, California, U.S.A collectively named "C and D-McBride
 25 cluster personnel" are officers, managers and/or employees of C and D Towing Specialist,
 Inc./McBride confounded in FTCA 28 U.S.C Sections 1346, 1402, 2401, 2402, 2422, 2671 et
 seq.

26 26. Individual co-defendants and/or defendants' agents John Heinkel, Janet Kleine, Dave, Sarah
 27 and Amy, 8163 Commercial Street (P.O. Box 2188, 91943), La Mesa, 91942, U.S.A collectively
 28 named "Talon cluster personnel" are executives, managers and or employees engaged in

1 automobile repossession and or recovery within the meaning of FTCA 28 U.S.C Sections 1346,
2 1402, 2401, 2402, 2422, 2671 et seq.

3 27. Individual co-defendants and/or defendants' agents Aida Gonzalez, James P. Hallett, Tom
4 Caruso, Jeff Bescher, Mike Caggiana, Tim DeBerry, Trevor Henderson, Dennis Jones, Tom
5 Kontos, Jerry Kroshus, Paul Lips, Gregg Maidment, Michelle Mallon, Jane Morgan, Bob
6 Rauschenberg, Lisa Scott, Carol Sewell, Benjamin Skuy, Stephanie St. Hilarie, Pat Stevens,
7 David Vignes, Tim Zierden, Warren Bryd, Don Gottwald, Peter Kelly, Eric Loughmiller, Becca
8 Polak, Brian T. Clingen, David J. Ament, Thomas J. Carella, Michael B. Goldberg, Peter H.
9 Kamin, Sanjeer Mehra, Church M. Moore, Gregory P. Spivy, Robert M. Finlayson and Jonathan
P. Ward collectively named "Adesa KAR cluster personnel" are executives, directors, managers
and/or staff of Adesa, Inc., KAR Holdings, Inc. and KAR Auction Services, Inc., 13085
Hamilton Crossing Boulevard, Carmel, Indiana 46032, U.S.A within the meaning FTCA 28
U.S.C Sections 1346, 1402, 2401, 2402, 2422, 2671 et seq.

10 28. Individual co-defendants and/or defendants' agents Dawn Jensen and Shelly Redman, 1255
11 Fifth Ave, P.O. Box 129038(92112), San Diego, California 92101, U.S.A collectively named
12 "City Administration cluster personnel" are employees of the City of San Diego Parking
Administration and Enforcement, Office of Treasurer, San Diego, California proscribed within
FTCA 28 U.S.C Sections 1346, 1402, 2401, 2402, 2422, 2671 et seq.

13 29. Individual co-defendants and/or defendants' agents Sarah Sutter, Joel Voss, Schenklerberg
14 (Mr), Ed, William Lansdowne, Paul Cooper, Michael Cash, Chris Ball, Guy Swanger, James
15 Collins, Boyd Long, Cesar Solis, Tony McElroy, Sarah Creighton, David Rohowitz, Kister (Mr),
16 K.P. Lewak, Patrick Sullivan, Kevin C. Rausis, U. Harvey, K. Kinney, Zach Bradley, Hime
17 Alvarado, R.T. Henrizi, P. Rorrison, U. Harvey, S. Boykin, K. Armentano, S. Eraca, T. Wood,
18 K. Lawrence, J. Hagel, Robert Adams, Alan Nicholas, E. Wiseman, S. Boykin, K. Armentano, S.
19 Eraca, T. Wood, K. Lawrence, J. Hagel, Robert Adams, Alan Nicholas, E. Wiseman, S. Higdon,
Sellsworth (Mr) and Sacco (Mr) collectively named "San Diego Police cluster personnel" are
law enforcement personnel with the San Diego Police Department, San Diego, California within
the meaning of FTCA 28 U.S.C Sections 1346, 1402, 2401, 2402, 2422, 2671 et seq.

20 30. Individual defendants' agent and/or co-defendant Jerry Sanders collectively named "City
21 Administration cluster personnel", City Administration Building, 202 C Street, 11th Floor, San
22 Diego, California 92101 is engaged in city administration within the meaning of FTCA 28 U.S.C
Sections 1346, 1402, 2401, 2402, 2422, 2671 et seq.

23 31. Individual co-defendants and/or defendants' agents Thomas Montgomery collectively named
24 "County Counsel cluster personnel" Office of County Counsel, 1600 Pacific Highway, Room
25 355, San Diego, California, 92101, U.S.A. is engaged in the practice of law within the meaning
of FTCA 28 U.S.C Sections 1346, 1402, 2401, 2402, 2422, 2671 et seq.

26 32. Individual co-defendants and/or defendants' agents Jan Goldsmith, Onu Omordia, Heily
27 Hernandez, L. Voglantz, MaryJo Lanzafare, Andrew Jones, David Greenberg, Tricia Pummil,
28 Tessa Heunis, Andres Carnahan, Kristi Hein, Makini Hammond, L. Easton, D. Rurlins, M.
Robertson, S. Park and A. Wilburn collectively named " City Attorney cluster personnel" are

1 attorneys and/or employees of the Office of The City Attorney, City of San Diego, California
 2 engaged in the practice of law within the meaning of FTCA 28 U.S.C Sections 1346, 1402, 2401,
 2402, 2422, 2671 et seq.

3 33. Individual co-defendants and/or defendants' agents John A. Johnson, W. Samuel Hamrick, Jr.
 4 and S/J Petersen collectively named "District Court cluster", 880 Front St, San Diego,
 5 California, U.S.A are engaged in the practice of law within the meaning of FTCA 28 U.S.C
 Sections 1346, 1402, 2401, 2402, 2422, 2671 et seq.

6 34. Individual co-defendants and/or defendants' agents David J. Daniels, Frederick Maguire,
 7 Robert C. Rice, Roger W. Krauel, Sandra L. Berry, Keri G. Katz, Desiree A. Bruce-Lyle, Lee C.
 8 Witham and Karen A. Riley collectively named "Broadway cluster personnel", 220 W.
 9 Broadway, San Diego, California and are engaged in the practice of law in San Diego County,
 California within the meaning of FTCA 28 U.S.C Sections 1346, 1402, 2401, 2402, 2422, 2671
 et seq.

10 35. Individual co-defendants and/or defendants' agents Solomon Chang, Brian Schmidt,
 11 Katherine Braner, MaryJo Barr, Henry C. Coker, Susan McInerney, L. Garcia, L. Stern, Robert J.
 12 Stall, Jr., Michael Begovich, Milly Durovic, Veneta Jacobs and Michael Hawkins collectively
 13 named "Public Defender Assigned Counsel cluster personnel" are attorneys and /or individuals
 engaged in the practice of law in San Diego County within the meaning of FTCA 28 U.S.C
 Sections 1346, 1402, 2401, 2402, 2422, 2671 et seq.

14 36. Individual co-defendants and/or defendants agents John O'Neill, Deborah Cochran, Graydon
 15 "Bud" Wetzler, William Ashley "Lee" Biddle, William Howatt, Faye Detsky and Clyde L. Fuller
 16 collectively named "City cluster personnel" are City of San Diego Ethics Commissioners within
 meaning of FTCA 28 U.S.C Sections 1346, 1402, 2401, 2402, 2422, 2671 et seq.

17 37. Individual co-defendants and/or defendants agents R. Padilla, Taylor (Mr), Sabbagh (Mr), S.
 18 Afhook, John A. Bolduc, Brain Jensen and Kimberly Fives collectively named "Port Police
 19 cluster personnel" are law enforcement officers of the San Diego Harbor Police, San Diego,
 20 California within meaning of FTCA 28 U.S.C Sections 1346, 1402, 2401, 2402, 2422, 2671 et
 seq.

21 38. Individual co-defendants and/or defendants agents Bob Nelson, Scott Peters, Lee Burdick,
 22 Michael Bixler, Stephen Padilla, Lou Smith and Robert Valderrama collectively named "Port
 23 Commissioners cluster personnel" are members of the Board of Commissioners San Diego
 Unified Port District engaged in fiduciary, regulatory, advisory and policy-setting functions
 24 within the meaning of FTCA 28 U.S.C. Sections 1346, 1402, 2401, 2402, 2422, 2671 et seq.

25 39. Individual co-defendants and/or defendants' agents Wiliam D. Gore, Thomas J. Cooke, R.
 26 Salazar, A.P. Setter, Hathaway (Mr), T. Handson, Acevado (Mr), P. Lachappell, G.A Navarro,
 27 Johnson (Mr), B. Richardson, Jackson (Mr), Smith (Mr), Powell (Mr), M.J. Saunders, Rourck
 (Mr), Monika Palmerin, C.H. Walsh, Mike Otis, Norm Castillo, L.A. Rois, Dailey (Mr), Ria
 28 (Ms), D. Hansen, J. Johns, Lawson (Mr), John Doe white male sheriffs' deputy wearing bullet-
 proof vest and accomplice of sheriffs' deputies D. Hansen, J. Johns and Lawson (Mr) at about

12:15am PST on May 22, 2012 in the lobby at the San Diego County Central Jail, 1730 Front St, San Diego, California collectively named "Sheriff cluster personnel" are law enforcement personnel with the San Diego County Sheriff's Department, San Diego, California proscribed within FTCA 28 U.S.C Sections 1346, 1402, 2401, 2402, 2422, 2671 et seq.

40. Individual co-defendant and/or defendants' agent M. Johnson collectively named "Highway Patrol cluster" is a law enforcement personnel with the California Highway Patrol and/or California State Police, San Diego, California within meaning of FTCA 28 U.S.C Sections 1346, 1402, 2401, 2402, 2422, 2671 et seq.

41. Individual co-defendants and/or defendants' agents Matthew F. Carroll and Jeremy Flagel collectively named "Forensic Services cluster personnel" are staff psychiatrists with the San Diego County Health and Human Services Agency (HHS), Behavioral Health Services, Forensic Psychiatry Unit, 220 W. Broadway, Room 1003, San Diego, California within the meaning of FTCA 28 U.S.C Sections 1346, 1402, 2401, 2402, 2422, 2671 et seq.

42. Individual co-defendants and/or defendants' agents Lawrence Richman, Max Navarro, Zachary Collins, Rachel Tyner, Queen (Mr), L. Amariz, A. Diaz, G. Burton, E. Alilin, L. Martinez, L. Fewell, D. Belvis, H. TA'A, K. Lyle, M. Viccariello, D. Hamada, R.P. Pomeroy, E. Aguilar, C. Hernandez, R. Rogers, T. Higbee, M. Rico, J. Renteria, R. Graham, J. Diega, T.R. Joseph, F. Mireles, C. Torres, K. Garcia, P. Alamillo, D. Reaves, R. Fuentevilla, J. Lapan, P. Cothias, R. Orozco, V. Garcia, M. Regusters, F. Contreras, Lehnher (Mr), K. Spight, J. Martinez, A. Moya, C. Miner, C. Yeager, L. Collier, Pitt (Mr), M. Kosak, C. Sandez, P. Romero, A. Spiedel, T. Thomas, J. Jameson, J. King, T. Oklaski, S. Rodriguez, E. McKeever, H. Castro, J. Nutting, A. Izzarelli, H. Alatore, M. Farias, J. Romero, E. Trujillo, L. Gonzales, A. Williams, H. Estrada, Chan (Mr), Hinojos (Mr), E. Bibby, R. Favelo, S. Correau, G. Edwards, H. Navarrette, D. Napoleon, Y. Adiboye, T. Wade, E. Randes, J. Marrs, L. Roberts, M. Varges, R. Oakley, M. Carter, J. Parker, G. Barnette and T. Askren collectively named "Transit Fort cluster personnel" are employees and/or agents of Heritage Security Services, Transit System Security and/or Fort Heritage Courier Service, 1260 Morena Blvd, Suite 200, San Diego, California 92110 within the meaning of FTCA 28 U.S.C Sections 1346, 1402, 2401, 2402, 2422, 2671 et seq.

43. Individual co-defendants and/or defendants' agents Carolyn Suess, Phil Stiegliz, John Fitch, John Nesbitt, Ricardo, Rose Sorillon, John Doe white male driver SDMTS 44 Bus Route # 325 of December 14, 2009 about 9:08pm PST from Linda Vista Road to Old Town Transit Station, San Diego, California, John Doe Hispanic male driver of SDMTS 992 Bus Route 2775 of about 8:58am PST on March 17, 2011 incident on Broadway and Settler across from America Plaza San Diego, California, John Doe white male driver of SDMTS 120 Bus Route 343 of about 4:42pm PST on March 15, 2011 incident on Genesee Ave and Healthcare Drive, San Diego, California, Jane Doe black female driver of SDMTS 105 Bus Route 302 about 10:08am PST on July 26, 2009 incident on Milton St and Morena Blvd, San Diego, California, Jane Doe white female driver of SDMTS 120 Bus Route 1604 of about 10:50am PST on August 21, 2011 incident at Fashion Valley Transit Station, San Diego, California, Paul Pablonski, C. Michael Cowett, Tiffany Lorenzen, Jeff Stumbo, Sharon Cooney, Henri Pruglio, Alan Moldawer, Larry Steffes, , Mark L. Joseph, Janet Davis, Christopher Bryan, Donald Saunder, Tom Downs, Valerie Michael and Jan Horstmann collectively named "Veolia cluster personnel" are employees,

1 officers, operators, managers, contractors and/or agents with "Veolia cluster", or "Transit Fort
2 cluster" aforerecited proscribed within FTCA 28 U.S.C Sections 1346, 1402, 2401, 2402, 2422,
2671 et seq.

3 44. Individual co-defendant and/or defendants agent Marcus Wang collectively named "Wang
4 cluster" is an Emergency Room physician at Scripps Mercy Hospital, San Diego, California
5 within meaning of FTCA 28 U.S.C Sections 1346, 1402, 2401, 2402, 2422, 2671 et seq.

6 PROCEDURAL REQUIREMENTS

7 45. About December 23, 2007 plaintiff purchased a new 2007 silver/gray Toyota Sienna AWD
8 (All-wheel-drive) minivan, VIN # 5TDBK23C77SOO-5725, currently an object of evidence,
9 from Larry H. Miller American Toyota, 5994 Alameda Road, Albuquerque, New Mexico with
Toyota Financial Services Corporation as lienholder subsequent to payment of a substantial
down payment amount.

10 46. Plaintiff seeks to provide additional applicable specifications as in Powerplant,
11 Displacement, Horsepower, Torque, EPA milage and MSRP pertaining to the aforerecited new
12 2007 silver/gray Toyota Sienna AWD (All-wheel-drive) minivan, VIN # 5TDBK23C77SOO-
13 5725, currently an object of evidence as he obtains them following discovery in said cause and as
needed, with the amendment of said Complaint For Damages, as they are currently converted by
individual co-defendants and/or defendants' agents aforementioned.

14 47. At the time of said purchase plaintiff was informed by agents, employees and/or
15 representatives of Larry H. Miller American Toyota, Albuquerque, New Mexico aforerecited of
16 all applicable express warranties, factory, manufacturer and dealer inclusively.

17 48. At the time of aforesaid passenger vehicle purchase plaintiff was not informed verbally or in
18 writing of any nonconformity as pertains to aforerecited new 2007 silver/gray Toyota Sienna
AWD minivan, currently an object of evidence.

19 49. About mid-January 2008 plaintiff drove the aforementioned new 2007 silver gray Toyota
20 Sienna AWD minivan, object of evidence, to Larry H. Miller American Toyota, 5994 Alameda
21 Road, Albuquerque, New Mexico after noticing several unexpected front end damage, electronic
22 system malfunction and missing component parts as pertains to said minivan but did not receive
proper service from the white male Service Director and hispanic female Assistant Service
Manager he showed and discussed said nonconformity with.

23 50. From January 2008 to February 2009 individual co-defendants "Larry H. Miller cluster",
24 "Larry H. Miller cluster personnel", "Toyota Corporation cluster" and "Toyota Corporation
25 cluster personnel" refused to conform the aforesaid new 2007 silver/gray Toyota Sienna minivan
AWD, currently an object of evidence, to the applicable express warranties, factory,
26 manufacturer and dealer inclusively by remedying the said nonconformity.

27 51. About February 2009, plaintiffs' aforerecited 2007 silver/gray Toyota Sienna AWD
28 minivan, New Mexico License No. KAT 202, currently an object of evidence, containing his

property of legal documents and evidence including but not limited to investigatory files and diaries, notes, papers, case dockets, case files, immigration documents and objects or articles of evidence was wrongfully towed and impounded by the agents or employees of the City of San Diego Parking Administration and Enforcement, San Diego, California and the San Diego Police Department, San Diego, California for allegedly parking violations by plaintiff and subsequently said vehicle was wrongfully sold at an auction and was never returned to plaintiff despite his repeated applicable verbal and written communications and requests to individual co-defendants and or defendants agents City of San Diego Parking Administration and Enforcement Office of the Treasurer, San Diego, California, Office of the City Attorney City of San Diego, California, San Diego Police Department, San Diego, California, C and D Towing Specialist, Inc./McBride, San Diego, California and all other locations, Toyota Motor Corporation, Toyota Financial Services Corporation, Toyota Motor Sales, U.S.A, Inc., Toyota Motor North America, Toyota Motor Credit Corporation, Torrance, California, Larry H. Miller Group of Companies and Larry H. Miller American Toyota, Albuquerque, New Mexico, U.S.A that it be returned to him as it was an object of evidence..

52 From February 2009 to present plaintiff timely, properly, verbally and in writing informed co-defendants and/or defendants' agents "Larry H. Miller cluster", "Larry H. Miller cluster personnel", "Toyota Corporation cluster", "Toyota Corporation cluster personnel", C and D-McBride cluster", "C and D-McBride cluster personnel", "C and D-McBride cluster", "C and D-McBride cluster personnel", "Talon cluster", "Talon cluster personnel", "Adesa-KAR cluster", "City Administration cluster", "City Administration cluster personnel", "San Diego County cluster", "State of California cluster", "San Diego Police cluster", "San Diego Police cluster personnel", "City Attorney cluster", "City Attorney cluster personnel", "County Counsel cluster" and "County Counsel cluster personnel" aforerecited of his continued intention regarding payment of any proper and alleged payments, fees or fines and about the relevance of their urgent return to plaintiff of the aforesaid minivan, an object of evidence.

53. At no time during the relevant period did plaintiff refuse to pay individual co-defendants and/or defendants' agents "Larry H. Miller cluster", "Larry H. Miller cluster personnel", "Toyota Corporation cluster", "Toyota Corporation cluster personnel", C and D-McBride cluster", "C and D-McBride cluster personnel", "C and D-McBride cluster", "C and D-McBride cluster personnel", "Talon cluster", "Talon cluster personnel", "Adesa-KAR cluster", "City Administration cluster", "City Administration cluster personnel", "San Diego County cluster", "State of California cluster", "San Diego Police cluster", "San Diego Police cluster personnel", "City Attorney cluster", "City Attorney cluster personnel", "County Counsel cluster" and "County Counsel cluster personnel" aforerecited any proper and alleged payments, fees or fines.

54. Individual co-defendants and/or defendants agents "Larry H. Miller cluster", "Larry H. Miller cluster personnel", "Toyota Corporation cluster", "Toyota Corporation cluster personnel", C and D-McBride cluster", "C and D-McBride cluster personnel", "Talon cluster", "Talon cluster personnel", "Adesa-KAR cluster", "Adesa-KAR cluster personnel", "City Administration cluster", "City Administration cluster personnel", "San Diego County cluster", "State of California cluster", "San Diego Police cluster", "San Diego Police cluster personnel", "City Attorney cluster", "City Attorney cluster personnel", "County Counsel cluster" and "County Counsel cluster personnel" aforerecited collectively failed to exhaust their remedies.

1 55. As in tort liability and tort generally individual co-defendants and or defendants agents
 2 remain nonconforming and liable as pertains to aforerecited product and plaintiffs' property, a
 3 silver/gray 2007 Toyota Sienna AWD minivan, object of evidence, without probable cause.

4 56. As in tort liability and tort generally from 2008 to present plaintiff has continuously been
 5 injured by individual co-defendants and/or defendants' agents "District Court cluster",
 6 "Broadway cluster personnel", "City Administration cluster", "City Administration cluster
 7 personnel", "San Diego County cluster", "State of California cluster", "San Diego Police
 8 cluster", "San Diego Police cluster personnel", "City Attorney cluster", "City Attorney cluster
 9 personnel", "County Counsel cluster", "County Counsel cluster personnel", "Public Defender
 10 Assigned Counsel cluster personnel", "Port Police cluster", "Port Police cluster personnel", "Port
 11 Commissioners cluster personnel", "Sheriff cluster", "Sheriff cluster personnel", "Highway
 12 Patrol cluster", "Highway Patrol cluster personnel", "Forensic Services cluster", Forensic
 13 Services cluster personnel", "Transit Fort cluster", "Transit Fort cluster personnel", "Veolia
 cluster", "Veolia cluster personnel" and "Wang cluster" as in malicious falsehood, loss of
 enjoyment of life, loss of income, loss of property, defamation, evidence tampering, fraud,
 retaliation, judicial misconduct, attempted murder, assault and battery, attorney misconduct,
 damage to property, evidence tampering, theft, fraud, denial of due process, loss of consortium,
 bad faith, wrongful arrest and detention, law enforcement misconduct, law enforcement crime,
 obstruction of justice, denial of proper medical care to name a few in violation of:

14 i)The Evidence Code, Evidence Rule, International Immigration laws, Law
 15 Enforcement Code of Ethics, American Medical Association Code of Ethics, Code of
 16 Judicial Ethics, ABA Model Rule, Rules of Professional Conduct, Rules of Civil and
 17 Criminal Procedure, State Bar Act, Local Rules, The Medical Board of California
 18 Business and Professions Code, Constitutional and Statutory provisions to name a
 19 few as is applicable.

20 57. Individual co-defendant and/or defendants' agent "District Court cluster" and "Broadway
 21 cluster" lacked proper case knowledge and/or failed to take proper judicial notice as pertains to
 22 said cause and that constituted the gravamen of the irresponsible, injurious, frivolous, reckless
 23 and prejudiced order, judgment or decisions by them in USDC San Diego Case No. 11-CV-
 1906-JAH(WVG), USDC San Diego Case No. 3-11-CV-1808-JAH (BLM), The Superior Court
 of California San Diego County Case No. M 098172 respectively.

24 58. Individual co-defendants and/or defendants agents "District Court cluster", "State of
 25 California cluster", "San Diego County cluster", "Broadway cluster", "City Attorney cluster",
 26 "City Attorney cluster personnel", "County Counsel cluster", "County Counsel cluster
 27 personnel", "City Administration cluster", "City Administration cluster personnel", "San Diego
 28 Police cluster", "San Diego Police cluster personnel", "Public Defender cluster", "Public
 Defender cluster personnel", "Assigned counsel cluster", "Assigned counsel cluster personnel",
 "Sheriff cluster", "Sheriff cluster personnel", "Port Police cluster", "Port Police cluster

personnel", "Highway Patrol cluster", "Highway Patrol cluster personnel", "Forensic Services cluster", "Forensic Services cluster personnel", "Heritage Transit cluster", "Heritage Transit cluster personnel", "Veolia cluster", "Veolia cluster personnel" and "Marcus Wang cluster" their officers, employees, representatives, agents, divisions, brands or subsidiaries aforerecited failed to exhaust their remedies.

59. Plaintiff is not required to exhaust any administrative remedies prior to filing this action.

STATEMENT OF FACTS

60. Plaintiff is and was at all times relevant hereto a resident of Albuquerque, Bernalillo County, New Mexico, U.S.A.

61. About December 23, 2007 plaintiff purchased a new 2007 silver/gray Toyota Sienna AWD minivan (All-wheel-drive) passenger motor vehicle, VIN # 5TDBK23C77SOO-5725, currently an object of evidence, from Larry H. Miller American Toyota, 5994 Alameda Road, Albuquerque, New Mexico with Toyota Financial Services Corporation as lienholder subsequent to payment of a substantial down payment amount.

62. Plaintiff seeks to provide additional applicable specifications as in Powerplant, Displacement, Horsepower, Torque, EPA mileage and MSRP pertaining to the aforerecited new 2007 silver/gray Toyota Sienna AWD (All-wheel-drive) minivan, VIN # 5TDBK23C77SOO-5725, currently an object of evidence as he obtains them following discovery in said cause and as needed with the amendment of said Complaint For Damages as they are currently converted by individual co-defendants and/or defendants' agents aforementioned.

63. During the relevant period the aforementioned passenger motor vehicle was registered in the State of New Mexico under plaintiffs' name, had a gross vehicle weight of less than 10,000 pounds, was used for personal and household purposes and was not for resale.

64. At the time of said purchase plaintiff was informed by Larry H. Miller American Toyota, Albuquerque, New Mexico aforerecited, warrantor, of all applicable express warranties, factory, manufacturer and dealer and was promised satisfaction and that said minivan was defective free as to workmanship and material and will meet a specified level or performance over a specified period of or they will refund him his money, repair the defect or offer him a replacement.

65. At the time of aforesaid vehicle purchase plaintiff was not informed of any nonconformity as pertains to the aforerecited new 2007 silver/gray Toyota Sienna AWD minivan, currently an object of evidence.

66. At all times relevant hereto plaintiff was entitled by the terms of the warranty to enforce its obligations under the United States Constitution, applicable state and federal law.

67. About mid to late January 2008 plaintiff drove the aforementioned new 2007 silver gray Toyota Sienna AWD minivan, currently an object of evidence to Larry H. Miller American Toyota, 5994 Alameda Road, Albuquerque, New Mexico after noticing several unexpected front

1 end damage, electronic system malfunction and missing component parts as pertains to said
2 minivan but did not receive any service from the white male Service Director and hispanic
3 female Assistant Service Manager he showed and discussed said nonconformity with.

4 68. Aforerecited nonconformity was not a result of abuse, neglect or unauthorized alterations or
5 modifications of said passenger motor vehicle by plaintiff and occurred during the terms of the
6 express warranties or within a period of one year following the date of the said passenger motor
7 vehicle's original delivery to plaintiff.

8 69. Aforerecited nonconformity occurred within fifteen days of said passenger vehicles' delivery
9 to plaintiff and plaintiff presented said nonconforming product and vehicle to individual co-
10 defendants "Larry H. Miller cluster", "Larry H. Miller cluster personnel", "Toyota Corporation
11 cluster" and "Toyota Corporation cluster personnel" and reported for remedying purposes said
12 nonconformity to them, their representatives, agents and/or employees promptly and sufficiently.

13 70. From January 2008 to February 2009 individual co-defendants "Larry H. Miller cluster",
14 "Larry H. Miller cluster personnel", "Toyota Corporation cluster" and "Toyota Corporation
15 cluster personnel" refused to conform the aforerecited new 2007 silver/gray Toyota Sienna AWD
16 minivan to the applicable express warranties by remedying the nonconformity.

17 71. Prior to February 4, 2009, plaintiffs' aforerecited nonconforming passenger vehicle, a 2007
18 silver/gray Toyota Sienna AWD minivan, New Mexico License plate number KAT 202 was an
19 object of evidence.

20 72. About February 4, 2009, plaintiffs' aforerecited nonconforming passenger vehicle, a 2007
21 silver/gray Toyota Sienna AWD minivan, New Mexico License plate number KAT 202
22 containing plaintiffs' property of legal documents and evidence including but not limited to
23 investigatory files and diaries, notes, papers, films, jewelry, case files, case dockets, immigration
24 documents and objects or articles of evidence was wrongfully towed and impounded by the
25 agents, representative or employees of the City of San Diego Parking Administration and
26 Enforcement, San Diego, California, the San Diego Police Department, San Diego, California
27 and C and D Towing Specialists, Inc./McBride, San Diego and La Mesa, California for allegedly
28 parking violations.

73. On February 4, 2009 plaintiff verbally and in person contacted individual co-defendants
and/or defendants agents "City Attorney cluster", "City Attorney cluster personnel", "County
Counsel cluster", "County Counsel cluster personnel", "City Administration cluster", "City
Administration cluster personnel", "San Diego Police cluster", "San Diego Police cluster
personnel" informed them that the aforerecited plaintiffs' nonconforming vehicle was an object
of evidence and requested their return of the aforerecited nonconforming passenger vehicle and
its entire contents aforementioned to plaintiff immediately but to no avail and without probable
cause.

74. Similarly, on February 4, 2009 plaintiff telephonically contacted individual co-defendants
and/or defendants' agents "C and D-McBride cluster" and "C and D-McBride cluster personnel"
informed them that the aforerecited plaintiffs' nonconforming vehicle was an object of evidence

cluster personnel", "Adesa-KAR cluster" and "Adesa-KAR cluster personnel" aforerecited collectively violated:

i)Federal Lemon Law(The Magnuson-Moss Warranty Act), New Mexico Lemon Law, Motor Vehicle Quality Assurance Act(57-16A-1 to 57-16A-9 NMSA 1978), California Lemon Law, Code of Federal Regulations, Federal Trade Commission Act, Federal Trade Commission Rules and Guidelines as pertains to the Magnuson-Moss Warranty Act Sections 2302 to 2312, the Evidence Code, the Evidence Rule, Rules of Civil and Criminal Procedure, Local Rules, Constitutional and Statutory provisions and the Legislative Intent of the New Mexico Legislature and the California Legislature respectively as pertains to Consumer Laws to name a few as is or are applicable confounded in FTCA 28 U.S.C Sections 1346, 1402, 2401, 2402, 2422, 2671 et seq.

82. Individual co-defendants and/or defendants agents "Larry H. Miller cluster", "Larry H. Miller cluster personnel", "Toyota Corporation cluster", "Toyota Corporation cluster personnel", "C and D-McBride cluster", "C and D-McBride cluster personnel", "Talon cluster", "Talon cluster personnel", "Adesa-KAR cluster", "Adesa-KAR cluster personnel", "City Administration cluster", "City Administration cluster personnel", "San Diego County cluster", "State of California cluster", "San Diego Police cluster", "San Diego Police cluster personnel", "City Attorney cluster", "City Attorney cluster personnel", "County Counsel cluster" and "County Counsel cluster personnel" aforerecited collectively named "First cluster set" failed to exhaust their remedies.

83. As in tort liability and tort generally individual co-defendants and or defendants agents remain nonconforming and liable as pertains to aforerecited product and plaintiffs' property, a silver/gray 2007 Toyota Sienna AWD minivan, object of evidence, without probable cause.

84. As in tort liability and tort generally from 2008 to present plaintiff has continuously been injured by individual co-defendants and/or defendants' agents "District Court cluster", "Broadway cluster personnel", "City Administration cluster", "City Administration cluster personnel", "San Diego County cluster", "State of California cluster", "San Diego Police cluster", "San Diego Police cluster personnel", "City Attorney cluster", "City Attorney cluster personnel", "County Counsel cluster", "County Counsel cluster personnel", "Public Defender Assigned Counsel cluster personnel", "Port Police cluster", "Port Police cluster personnel", "Port Commissioners cluster personnel", "Sheriff cluster", "Sheriff cluster personnel", "Highway Patrol cluster", "Highway Patrol cluster personnel", "Forensic Services cluster", "Forensic Services cluster personnel", "Transit Fort cluster", "Transit Fort cluster personnel", "Veolia cluster", "Veolia cluster personnel" and "Wang cluster" collectively named "Second cluster set", as in malicious falsehood, loss of enjoyment of life, loss of income, loss of property, defamation, evidence tampering, fraud, retaliation, judicial misconduct, attempted murder, assault and battery, attorney misconduct, damage to property, evidence tampering, theft, fraud, denial of due process, loss of consortium, bad faith, wrongful arrest and detention, law enforcement misconduct, law enforcement crime, obstruction of justice, denial of proper medical care to name a few in violation of:

i)The Evidence Code, Evidence Rule, International Immigration laws, Law Enforcement Code of Ethics, American Medical Association Code of Ethics, Code of Judicial Ethics, ABA Model Rule, Rules of Professional Conduct, Rules of Civil and Criminal Procedure, State Bar Act, Local Rules, The Medical Board of California Business and Professions Code, Constitutional and Statutory provisions to name a few as is applicable.

85. Individual co-defendant and/or defendants' agent "District Court cluster" and "Broadway cluster" lacked proper case knowledge and/or failed to take proper judicial notice as pertains to said cause and that constituted the gravamen of the irresponsible, injurious, frivolous, reckless and prejudiced order, judgment or decisions by them in USDC San Diego Case No. 11-CV-1906-JAH(WVG), USDC San Diego Case No. 3-11-CV-1808-JAH (BLM), The Superior Court of California San Diego County Case No. M 098172 respectively.

86. Individual co-defendants and/or defendants agents "Second cluster set" their officers, employees, representatives, agents, divisions, brands or subsidiaries aforerecited failed to exhaust their remedies.

87. As in tort liability, individual co-defendants and/or defendants agents "Larry H. Miller cluster", "Larry H. Miller cluster personnel", "Toyota Corporation cluster", "Toyota Corporation cluster personnel", C and D-McBride cluster", "C and D-McBride cluster personnel", "Talon cluster", "Talon cluster personnel", "Adesa-KAR cluster", "Adesa-KAR cluster personnel", "District Court cluster", "State of California cluster", "San Diego County cluster", "Broadway cluster", "City Attorney cluster", "City Attorney cluster personnel", "County Counsel cluster", "County Counsel cluster personnel", "City Administration cluster", "City Administration cluster personnel", "San Diego Police cluster", "San Diego Police cluster personnel", "Public Defender cluster", "Public Defender cluster personnel", "Assigned counsel cluster", "Assigned counsel cluster personnel", "Sheriff cluster", "Sheriff cluster personnel", "Port Police cluster", "Port Police cluster personnel", "Highway Patrol cluster", "Highway Patrol cluster personnel", "Forensic Services cluster", "Forensic Services cluster personnel", "Heritage Transit cluster", "Heritage Transit cluster personnel", "Veolia cluster", "Veolia cluster personnel" and "Marcus Wang cluster" their officers, employees, representatives, agents, divisions, brands or subsidiaries aforerecited knew of these acts in tort generally did nothing to eradicate those practices and indeed condoned their continued practice.

88. Plaintiff is not required to exhaust any administrative remedies prior to filing this action.

CLAIM (COUNT) I NEGLIGENCE

89. Plaintiff incorporates herein by reference all the foregoing paragraphs, 1 through 88 as though the same were fully set forth herein.

90. Defendant, United States of America as party was negligent as it is liable for its acts and the acts of its individual agents and/or co-defendants aforerecited within the meaning of FTCA 28 U.S.C Sections 1346, 1402, 2401, 2402, 2422, 2671 et seq.

91. Individual co-defendants and/or defendants' agents "Larry H. Miller cluster", "Larry H. Miller cluster personnel", "Toyota Corporation cluster", "Toyota Corporation cluster personnel", "C and D-McBride cluster", "C and D-McBride cluster personnel", "Talon cluster", "Talon cluster personnel", "Adesa-KAR cluster", "Adesa-KAR cluster personnel", "State of California cluster", "San Diego County cluster", "District Court cluster", "Broadway cluster Personnel", "Public Defender Assigned Counsel cluster personnel", "City Attorney cluster", "City Attorney cluster personnel", "County Counsel cluster", "County Counsel cluster personnel", "City Administration cluster", "City Administration cluster personnel", "San Diego Police cluster", "San Diego Police cluster personnel", "City cluster personnel", "Port Commissioners cluster personnel", "Port Police cluster", "Port Police cluster personnel", "Sheriff cluster", "Sheriff cluster personnel", "Highway Patrol cluster", "Highway Patrol cluster personnel", "Forensic Services cluster", "Forensic Services cluster personnel", "Transit Fort cluster", "Transit Fort cluster personnel", "Veolia cluster", "Veolia cluster personnel" and "Wang cluster" acts aforerecited including obstruction of justice sounding in tort were negligent of their duty and/or moral obligation to protect plaintiffs' rights under the law in violation of:

i)Federal Lemon Law(The Magnuson-Moss Warranty Act), New Mexico Lemon Law, Motor Vehicle Quality Assurance Act(57-16A-1 to 57-16A-9 NMSA 1978), California Lemon Law, Code of Federal Regulations, Federal Trade Commission Act, Federal Trade Commission Rules and Guidelines as pertains to the Magnuson-Moss Warranty Act Sections 2302 to 2312, the Evidence Code, the Evidence Rule, Rules of Civil and Criminal Procedure, Local Rules, the Code of Judicial Conduct, State Bar Act, ABA Model Rules, Rules of Professional Conduct, Constitutional and Statutory provisions and the Legislative Intent of the New Mexico Legislature and the California Legislature respectively as pertains to Consumer Laws to name a few as is or are applicable confounded in FTCA 28 U.S.C Sections 1346, 1402, 2401, 2402, 2422, 2671 et seq.

92. Individual co-defendants and/or defendants' agents "First cluster set" acts in tort generally deprived plaintiff of due process, life, liberty and property as aforerecited without probable cause in violation of:

i)Federal Lemon Law(The Magnuson-Moss Warranty Act), New Mexico Lemon Law, Motor Vehicle Quality Assurance Act(57-16A-1 to 57-16A-9 NMSA 1978), California Lemon Law, Code of Federal Regulations, Federal Trade Commission Act, Federal Trade Commission Rules and Guidelines as pertains to the Magnuson-Moss Warranty Act Sections 2302 to 2312, the Evidence Code, the Evidence Rule, Rules of Civil and Criminal Procedure, Local Rules, the Code of Judicial Conduct, State Bar Act, ABA Model Rules, Rules of Professional Conduct, Constitutional and Statutory provisions and the Legislative Intent of the New Mexico Legislature and the California Legislature respectively as pertains to Consumer Laws to name a few as is or are applicable confounded in FTCA 28 U.S.C Sections 1346, 1402, 2401, 2402, 2422, 2671 et seq.

93. As warrantor, individual co-defendants and/or defendants' agents "Larry H. Miller cluster", "Larry H. Miller cluster personnel", "Toyota Corporation cluster" and "Toyota Corporation cluster personnel" acts aforementioned failed to meet federal minimum standards for warranties.

94. Individual co-defendants and/or defendants' agents "Larry H. Miller cluster", "Larry H. Miller cluster personnel", "Toyota Corporation cluster" and "Toyota Corporation cluster personnel" refused to as a minimum, remedy the aforesaid nonconforming minivan within a reasonable time and without charge under written warranty in violation of:

i)Federal Lemon Law(The Magnuson-Moss Warranty Act), New Mexico Lemon Law, Motor Vehicle Quality Assurance Act(57-16A-1 to 57-16A-9 NMSA 1978), California Lemon Law, Code of Federal Regulations, Federal Trade Commission Act, Federal Trade Commission Rules and Guidelines as pertains to the Magnuson-Moss Warranty Act Sections 2302 to 2312, the Evidence Code, the Evidence Rule, Rules of Civil and Criminal Procedure, Constitutional and Statutory provisions and the Legislative Intent of the New Mexico Legislature and the California Legislature respectively as pertains to Consumer Laws to name a few as is or are applicable confounded in FTCA 28 U.S.C Sections 1346, 1402, 2401, 2402, 2422, 2671 et seq.

95. Individual co-defendants and/or defendants' agents "Larry H. Miller cluster", "Larry H. Miller cluster personnel", "Toyota Corporation cluster" and "Toyota Corporation cluster personnel" failed to respect the applicable written warranty and remedy said nonconformity following a reasonable number of attempts by plaintiff in person, verbally and in writing to remedy them, resulting in their violation of:

i)Federal Lemon Law(The Magnuson-Moss Warranty Act), New Mexico Lemon Law, Motor Vehicle Quality Assurance Act(57-16A-1 to 57-16A-9 NMSA 1978), California Lemon Law, Code of Federal Regulations, Federal Trade Commission Act, Federal Trade Commission Rules and Guidelines as pertains to the Magnuson-Moss Warranty Act Sections 2302 to 2312, the Evidence Code, the Evidence Rule, Rules of Civil and Criminal Procedure, Constitutional and Statutory provisions and the Legislative Intent of the New Mexico Legislature and the California Legislature respectively as pertains to Consumer Laws to name a few as is or are applicable confounded in FTCA 28 U.S.C Sections 1346, 1402, 2401, 2402, 2422, 2671 et seq.

96. Individual co-defendants and/or defendants' agents "First cluster set" failed to engage in fair and expeditious dispute settlement pertaining to said nonconformity despite plaintiff several attempts encouraging that.

97. Individual co-defendants and/or defendants' agents "Larry H. Miller cluster", "Larry H. Miller cluster personnel", "Toyota Corporation cluster" and "Toyota Corporation cluster personnel" acts in tort constitute making a deceptive warranty with respect to the aforerecited nonconforming silver/gray 2007 Toyota Sienna AWD minivan, currently an object of evidence in violation of:

i)Federal Lemon Law(The Magnuson-Moss Warranty Act), New Mexico Lemon Law, Motor Vehicle Quality Assurance Act(57-16A-1 to 57-16A-9 NMSA 1978), California Lemon Law, Code of Federal Regulations, Federal Trade Commission Act, Federal Trade Commission Rules and Guidelines as pertains to the Magnuson-Moss Warranty Act Sections 2302 to 2312, the Evidence Code, the Evidence Rule, Rules of Civil and Criminal Procedure, Constitutional and Statutory provisions and the Legislative Intent of the New Mexico Legislature and the California Legislature respectively as pertains to Consumer Laws to name a few as is or are applicable confounded in FTCA 28 U.S.C Sections 1346, 1402, 2401, 2402, 2422, 2671 et seq.

98. Plaintiff suffered and continues to suffer mental anguish and emotional distress and was deprived of his rights as aforerecited.

99. As a cause-in-effect of the aforementioned acts in tort liability by defendant, co-defendants and/or defendants' agents plaintiff was damaged in the amount to be established at trial for which he is entitled to just and fair compensation.

WHEREFORE, as relief plaintiff respectfully requests that the court find in favor of plaintiff and against the defendant's agents and/or individual co-defendants agents as follows.

- a. Order defendant, individual co-defendants and/or defendants' agents to make plaintiff whole by providing appropriate back pay with pre-judgment interest, front pay with post-judgment interest and other affirmative relief necessary to eradicate the effects of aforerecited acts sounding in tort liability.
- b. Order defendant, individual co-defendants and/or defendants' agents to make plaintiff whole by providing compensation for past and future pecuniary losses resulting from said acts in tort.
- c. Order defendant, individual co-defendants and/or defendants' agents to make plaintiff whole by providing for past and future non-pecuniary losses resulting from such acts in tort including but not limited to intentional infliction of emotional distress, mental anguish, pain and suffering, humiliation, loss of use of reasonable time, loss of enjoyment of life, loss of consortium to name a few in amounts to be determined at trial.
- d. Order individual co-defendants and/or defendants' agents as is/are applicable to make plaintiff whole by remedying the nonconformity pertaining to the aforerecited new silver/gray 2007 Toyota Sienna AWD minivan, currently an object of evidence immediately and said minivan returned to plaintiff immediately as it is an object of evidence.

e. Award plaintiff reasonable legal fees, attorney's fees', investigatory fees, compensatory damages as aforerecited, exemplary damages and costs of this action as is/or are applicable.

f. Such other and further relief as the court deems just and proper in the premise

100. As in tort liability and tort generally individual co-defendants and/or defendants' agents "Second cluster set" injured plaintiff severally including but not limited to malicious falsehood, loss of enjoyment of life, loss of income, loss of property, defamation,, damage to property, evidence tampering, obstruction of justice, assault and battery, attempted murder, law enforcement misconduct, law enforcement crime, fraud, theft of property, vandalism, judicial misconduct, attorney misconduct, denial of due process, loss of consortium, denial of proper medical care to name a few in violation of:

i)The Evidence Code, Evidence Rule, International Immigration laws, Law Enforcement Code of Ethics, American Medical Association Code of Ethics, Local Rules, Rules of Professional Conduct, Rules of Civil and Criminal Procedure, Code of Judicial Conduct, State Bar Act, The Medical Board of California Business and Professions Code, Constitutional and Statutory provisions, Federal Lemon Law(The Magnuson-Moss Warranty Act), New Mexico Lemon Law, Motor Vehicle Quality Assurance Act(57-16A-1 to 57-16A-9 NMSA 1978), California Lemon Law, Code of Federal Regulations, Federal Trade Commission Act, Federal Trade Commission Rules and Guidelines as pertains to the Magnuson-Moss Warranty Act Sections 2302 to 2312 and the Legislative Intent of the New Mexico Legislature and the California Legislature respectively as pertains to Consumer Laws to name a few as is or are applicable confounded in FTCA 28 U.S.C Sections 1346, 1402, 2401, 2402, 2422, 2671 et seq.

101. Plaintiff suffered and continues to suffer mental anguish and emotional distress and was deprived of his rights.

102. The totality of the aforerecited tortuous acts by defendant, co-defendants and/or defendants' agent's damaged plaintiff in the amount to be established at trial for which he is entitled to just and fair compensation.

CLAIM (COUNT) II. CONSPIRACY

103. As and for his second cause of action or claim against individual co-defendants and/or defendants' agents plaintiff incorporates herein by reference all the foregoing paragraphs 1 through 102 as though the same were fully set forth herein.

104. Defendant, United States of America as party and as is liable for its acts and the acts of its individual agents and/or co-defendants aforerecited and as within meaning of FTCA 28 U.S.C Section 1346, 1402, 2401, 2422, 2671 et seq.

105. As in tort conspiracy individual co-defendants and/or defendants, agents aforesaid without probable cause aided, abetted, conspired together, reached a mutual understanding and acting in concert undertook a course of conduct in violation of plaintiffs' rights as hereinabove.

106. Aforerecited individual co-defendants and/or defendants' agents agreed to target plaintiff failing to investigate thoroughly and without prejudice the evidence or lack thereof against plaintiff and agreeing to intentionally and maliciously act in tort generally as aforementioned.

107. Individual co-defendants and/or defendants' agents acting as in tort liability and tort conspiracy agreed to intentionally fabricate evidence, overlook exculpatory evidence and cause plaintiff to be harassed, intimidated, embarrassed, defamed, lose credit privileges, lose employment and income as in malicious falsehood in violation of:

i) The Evidence Code, Evidence Rule, International Immigration laws, Law Enforcement Code of Ethics, American Medical Association Code of Ethics, Local Rules, Rules of Professional Conduct, Rules of Civil and Criminal Procedure, State Bar Act, The Medical Board of California Business and Professions Code, Constitutional and Statutory provisions, Federal Lemon Law (The Magnuson-Moss Warranty Act), New Mexico Lemon Law, Motor Vehicle Quality Assurance Act (57-16A-1 to 57-16A-9 NMSA 1978), California Lemon Law, Code of Federal Regulations, Federal Trade Commission Act, Federal Trade Commission Rules and Guidelines as pertains to the Magnuson-Moss Warranty Act Sections 2302 to 2312 and the Legislative Intent of the New Mexico Legislature and the California Legislature respectively as pertains to Consumer Laws to name a few as is or are applicable confounded in FTCA 28 U.S.C Sections 1346, 1402, 2401, 2402, 2422, 2671 et seq.

108. Individual co-defendants and/or defendants' agents hereinabove agreed to target plaintiff failing to investigate thoroughly and without prejudice the evidence or lack thereof against plaintiff and agreeing to intentionally and maliciously act in tort as aforerecited adversely affecting as in interference and obstruction with plaintiffs' litigation and investigations severally, including said cause and within the meaning of FTCA 28 U.S.C Section 1346, 1402, 2401, 2422, 2671 et seq.

109. As a direct and proximate causation of the conspiracy between the individual co-defendants and/or defendants' agents plaintiff was deprived as in tort liability and tort generally of his right to due process, continued gainful employment, good credit privileges, speedy and timely litigation and investigations respectively to name a few in violation of:

i) Federal Lemon Law (The Magnuson-Moss Warranty Act), New Mexico Lemon Law, Motor Vehicle Quality Assurance Act (57-16A-1 to 57-16A-9 NMSA 1978), California Lemon Law, Code of Federal Regulations, Federal Trade Commission Act, Federal Trade Commission Rules and Guidelines Sections as pertains to the Magnuson-Moss Warranty Act Sections 2302 to 2312, the Evidence Code, the Evidence Rule, Rules of

Civil and Criminal Procedure, Constitutional and Statutory provisions and the Legislative Intent of the New Mexico Legislature and the California Legislature as pertains to Consumer Laws to name a few as is or are applicable confounded in FTCA 28 U.S.C Sections 1346, 1402, 2401, 2402, 2422, 2671 et seq.

110. Resultant of the foregoing acts in tort liability plaintiff was damaged in the amount to be established at trial for which he is entitled to just and fair compensation.

CLAIM (COUNT) III DISPARATE TEATMENT

111. As and for his third cause of action or claim against defendant, individual co-defendants and/or defendants' agents, plaintiff incorporates herein by reference all the foregoing paragraphs 1 through 110 as though the same were fully set forth herein.

112. Defendant, United States of America as party and as is liable for its acts and the acts of its individual co-defendants and/or defendants' agents and as within the meaning of FTCA 28 U.S.C Section 1346, 1402, 2401, 2422, 2671 et seq.

113. Individual co-defendants and/or defendants' agents "First cluster set" malicious acts in tort liability and nonconformity generally deprived plaintiff possession of a defect free passenger minivan that meets the specifications of material, workmanship and performance intended and promised as basis of the bargain between them and plaintiff depriving plaintiff speedy and timely litigation of his other cases and similarly adversely affecting, interrupting, obstructing and disrupting all his severally other investigations and responsibilities in violation of:

i)Federal Lemon Law(The Magnuson-Moss Warranty Act), New Mexico Lemon Law, Motor Vehicle Quality Assurance Act(57-16A-1 to 57-16A-9 NMSA 1978), California Lemon Law, Code of Federal Regulations, Federal Trade Commission Act, Federal Trade Commission Rules and Guidelines Sections as pertains to the Magnuson-Moss Warranty Act Sections 2302 to 2312, the Evidence Code, the Evidence Rule, Rules of Civil and Criminal Procedure, Constitutional and Statutory provisions and the Legislative Intent of the New Mexico Legislature and the California Legislature respectively as pertains to Consumer Laws to name a few as is or are applicable confounded in FTCA 28 U.S.C Sections 1346, 1402, 2401, 2402, 2422, 2671 et seq.

114. Similarly and as in tort liability, individual co-defendants and/or defendants' agents "Second cluster set" malicious acts aforerecited deprived plaintiff possession of a defect free passenger minivan that meets the specifications of material, workmanship and performance intended and promised as basis of the bargain between them and plaintiff depriving plaintiff speedy and timely litigation of his other cases and similarly adversely affecting, interrupting, obstructing and disrupting all his severally other investigations and responsibilities in violation of:

i)Federal Lemon Law(The Magnuson-Moss Warranty Act), New Mexico Lemon Law, Motor Vehicle Quality Assurance Act(57-16A-1 to 57-16A-9 NMSA 1978), California Lemon Law, Code of Federal Regulations, Federal Trade Commission Act, Federal Trade Commission Rules and Guidelines Sections as pertains to the Magnuson-Moss Warranty Act Sections 2302 to 2312, the Evidence Code, the Evidence Rule, Rules of Civil and Criminal Procedure, Constitutional and Statutory provisions and the Legislative Intent of the New Mexico Legislature and the California Legislature respectively as pertains to Consumer Laws to name a few as is or are applicable confounded in FTCA 28 U.S.C Sections 1346, 1402, 2401, 2402, 2422, 2671 et seq.

115. Defendant, individual co-defendants and/or defendants' agent's aforerecited had no probable cause for any such acts in tort liability and tort generally as hereinabove. Each said act was violative of plaintiffs' rights within the meaning of FTCA 28 U.S.C Section 1346, 1402, 2401, 2422, 2671 et seq.

WHEREFORE, as relief plaintiff respectfully requests that the court find in favor of plaintiff and against defendant, individual co-defendants and/or defendants' agents as follows:

- a. Order defendant, individual co-defendants and/or defendants' agents to make plaintiff whole by providing appropriate back pay with pre-judgment interest, front pay with post-judgment interest and other affirmative relief necessary to eradicate the effects of aforerecited acts sounding in tort.
- b. Order defendant, individual co-defendants and/or defendants' agents to make plaintiff whole by providing compensation for past and future pecuniary losses resulting from said acts in tort.
- c. Order defendant, individual co-defendants and/or defendants' agents to make plaintiff whole by providing for past and future non-pecuniary losses resulting from such acts in tort including but not limited to intentional infliction of emotional distress, mental anguish, pain and suffering, humiliation, loss of use of reasonable time, loss of enjoyment of life, loss of consortium to name a few in amounts to be determined at trial.
- d. Order individual co-defendants and/or defendants' agents as is/are applicable to make plaintiff whole by remedying the nonconformity pertaining to the aforerecited new silver/gray 2007 Toyota Sienna AWD minivan, currently object of evidence immediately and said minivan returned to plaintiff immediately as it is an object of evidence.
- e. Award plaintiff reasonable legal fees, attorneys' fees, compensatory damages as aforementioned, exemplary damages and costs of this action as is/are applicable.
- f. Such other and further relief as the court deems just and proper.

CLAIM (COUNT) IV INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

116. As and for his fourth cause of action against defendant, individual co-defendants and/or defendants' agents plaintiff incorporates herein by reference all the foregoing paragraphs, 1 through 115, as though the same were fully set forth herein.

117. Defendant, United States of America as party and as is liable for its acts and the acts of the individual co-defendants and/or defendants' agents aforesaid and as within the meaning of FTCA 28 U.S.C Section 1346, 1402, 2401, 2422, 2671 et seq.

118. Defendants', individual co-defendants and/or defendants' agent's actionable acts in tort were so extreme and outrageous as to go beyond all possible bounds of decency and to be regarded as irresponsible, reckless, prejudicial, abusive, blatant, dehumanizing, discriminatory, atrocious, capricious, intolerable, emotionally distressing and mentally anguishing in violation of:

i)Federal Lemon Law(The Magnuson-Moss Warranty Act), New Mexico Lemon Law, Motor Vehicle Quality Assurance Act(57-16A-1 to 57-16A-9 NMSA 1978), California Lemon Law, Code of Federal Regulations, Federal Trade Commission Act, Federal Trade Commission Rules and Guidelines as pertains to the Magnuson-Moss Warranty Act Sections 2302 to 2312 and the Legislative Intent of the New Mexico Legislature and the California Legislature respectively as pertains to Consumer Laws, the Evidence Code, Evidence Rule, International Immigration laws, Law Enforcement Code of Ethics, American Medical Association Code of Ethics, Local Rules, Rules of Professional Conduct, Rules of Civil and Criminal Procedure, State Bar Act, The Medical Board of California Business and Professions Code, Constitutional and Statutory provisions to name a few as is or are applicable confounded in FTCA 28 U.S.C Sections 1346, 1402, 2401, 2402, 2422, 2671 et seq.

119. The extreme and outrageous acts in tort liability that defendant, individual co-defendants and/or defendants' agents aforerecited subjected plaintiff to include but not limited to.

- a. Deliberate, intentional, prejudiced and continued undertakings that denied plaintiff proper service despite plaintiffs' timely, diligent verbal and written requests that they do so.
- b. Deliberate, intentional, prejudiced and continued undertakings that deprived plaintiff possession of a defect free passenger minivan that meets the specifications of material, workmanship and performance intended and promised as basis of the bargain between them and plaintiff depriving plaintiff speedy and timely litigation of his other cases and similarly adversely affecting, interrupting, obstructing and disrupting all his severally other investigations and responsibilities.

- c. Deliberate, intentional and continued attempts by individual co-defendants and/or defendants' agents to misinform and sabotage plaintiffs' efforts to maintain and/or gain continued employment and to earn an income as a clinical pharmacist, independent contract clinical and consultant pharmacist, Director of Pharmacy, Chief Pharmacist, Pharmacy Manager, Pharmacy Instructor to name a few as in the Superior Court of California San Diego County Case No. M098172, Superior Court of California San Diego County Case No. Z358388, Superior Court of California San Diego County Case No. Z372759 and Superior Court of California Case No. Z321660/Multiple inclusively.
- d. Deliberate and continued attempts by individual co-defendants and/or defendants' agents as is or are applicable to misinform and sabotage plaintiffs' efforts to obtain his complete original and complete copy of his case file in Superior Court of California Case No. M098172, The People of California [Max Navarro, Zachary Collins, Rachel Tyner, Sarah Sutter, Joel Voss, Schenkleberg] vs. Chibueze C. Anaeme.
- e. Deliberate and continued attempts by individual co-defendants and/or defendants' agents as is or are applicable to misinform and sabotage plaintiffs' efforts to obtain his property of legal documents, investigatory files and diaries, notes, papers and objects or articles of evidence severally pertaining to all his litigation and investigations.
- f. Deliberate and continued attempts by individual co-defendants and/or defendants' agents as is or are applicable to sabotage plaintiffs' efforts to continue his several other litigation, investigations, personal and professional obligations.
- g. Deliberate and intentional lack of proper case knowledge and refusal to take proper judicial notice by the court(s) which constitute the gravamen of their irresponsible, injurious, frivolous, prejudiced and reckless orders, judgments, decisions and/or rulings in point severally.

120. Individual co-defendants and/or defendants' agents failed to exercise due diligence, their responsibility and/or moral obligation to protect plaintiffs' consumer rights, safety, welfare, constitutional and statutory privileges and were engaged in and/or aided and abetted, fraudulent, inherently and patently irresponsible, discriminatory, frivolous, reckless, abusive and malicious acts as aforescribed.

121. As in tort liability, defendants', individual co-defendants and/or defendants' agent's extreme and outrageous acts lacking due diligence were irresponsible, frivolous, intentional, discriminatory, reckless, prejudiced, malicious and embody an impermissible denial of plaintiffs' rights of liberty, due process, equal protection and property to name a few confounded in FTCA 28 U.S.C Sections 1346, 1402, 2401, 2402, 2422, 2671 et seq.

122. The totality of the circumstances in said malicious acts in tort liability and tort generally by defendants', individual co-defendants' and/or defendant agents hereinabove caused plaintiff to suffer intentional emotional distress, mental anguish, loss of enjoyment of life, loss of income, loss of consortium, pain and suffering to name a few.

123. Plaintiff hereby requests that the court grant him permission as is necessary to amend his complaint in afore-styled cause following discovery as applicable relevant information become available to him as severally crucial applicable evidence are currently converted by the United States Postal Service, Airport Facility, Albuquerque, New Mexico and Carrollton, Georgia, Franklin Resources, Inc., San Mateo, California and subsidiaries and Franklin Capital Corporation, Salt Lake City, Utah, Bernalillo County Sheriffs' Office, Albuquerque, New Mexico, American Recovery, Albuquerque, New Mexico, Madrid Towing, Albuquerque, New Mexico, FedEx Corporation, Memphis, Tennessee, Law Offices of Gallo and Associates, Los Angeles, California and other locations, AMERCO, Reno, Nevada and U-Haul International, Inc., Phoenix, Arizona, San Diego Police Department, San Diego, California, San Diego Harbor Police Department, San Diego, California, Heritage Security Services, San Diego, California, Fort Heritage Courier Service, San Diego, California, Transit System Security, San Diego, California, C and D Towing Specialists, Inc/McBride, San Diego and La Mesa, California and other locations, Talon Auto Adjusters, La Mesa, California and other locations, Adesa LA Auctioneers, Mira Loma, California, Adesa Corporation, LLC, Mira Loma, California and other locations, Toyota Financial Services Corporation, Torrance, California, Toyota Motor Company U.S.A, Larry Miller American Toyota, Albuquerque, New Mexico, Larry Miller Group of Companies, Salt Lake City, Utah, Public Storage, Glendale, California and Douglasville, Georgia and other locations, Shurgard Storage Centers, Shurgard Self Storage, Duluth, Georgia, Seattle, Washington and other locations, AMERCO, Reno, Nevada and U-Haul International, Inc., Phoenix, Arizona, U-Haul Self Storage Centers, Albuquerque, New Mexico and other locations, Leroy Frank Auctioneers, Phoenix, Arizona, Price Self Storage, LLC. and Price Self Storage Management, Inc., San Diego, California and other locations, Watson and Taylor Management, Inc., Addison, Texas, El Paso, Texas and other locations/Kennedy-Wilson, Inc., /Behringer Harvard Holdings, LLC., SafeLock Self Storage, South Beach, Oregon and other locations, Valero Energy Corporation/Diamond Shamrock, San Antonio, Texas, Albuquerque, New Mexico and other locations, Law Offices of Bobby Aniekwu and Associates, Atlanta, Georgia, McIntyre Law, P.C., Oklahoma City, Oklahoma, other self-storage companies and businesses nationwide, USDC San Diego Case No. 11-CV-1906-JAH(WVG), USDC San Diego Case No. 3-11-CV-1808-JAH (BLM), Superior Court of California San Diego County Case No. M098172, Superior Court of California San Diego County Case No.Z358388, Superior Court of California San Diego County Case No. Z372759, Superior Court of California San Diego County Case No. Z321660/Multiple.

WHEREFORE, plaintiff prays that this court accept his complaint, order the matter scheduled for pre-trial discovery and thereafter order the matter scheduled for trial on the merits. Plaintiff prays for trial by jury on all issues so triable and that after trial on the merits, the court award him exemplary and compensatory damages, legal fees, attorneys' fees and costs of this action in the appropriate amounts as is/are applicable.

Plaintiff further prays that the court grant him such other and further relief as may be just and necessary in the premise.

Respectfully submitted,



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CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing COMPLAINT FOR DAMAGES was mailed to Defendant and/or co-defendants or their counsel of record or registered agents' last known address by U.S First class mail on _____, 2012.



Chibueze C. Anaeme

Plaintiff in pro se